



THE CITY OF COLORADO SPRINGS
and the
PIKES PEAK RURAL
TRANSPORTATION AUTHORITY



INVITATION FOR BID (IFB)

SECTIONS B1 THROUGH B31 EXPLAIN IN DETAIL THE BID REQUIREMENTS

BID # B16-T036 NS

March 15, 2016

WOODMEN ROAD CORRIDOR IMPROVEMENT PROJECT PHASE 2

CDOT PROJECT NUMBER: STU M240-148 (19450)

Note: Only prequalified bidders on CDOT's general construction listing for projects \$25 million or greater in value will be allowed to submit bids for this project.

FOR
CITY OF COLORADO SPRINGS

**PUBLIC WORKS
CITY ENGINEERING/PPRTA**

PRE-BID CONFERENCE

**A PRE-BID CONFERENCE IS SCHEDULED SEE B.6 FOR
DETAILS**

OFFERS DUE:

2:00 P.M., THURSDAY, APRIL 14, 2016

POINT OF CONTACT:

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CITY OF COLORADO SPRINGS

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SCHEDULE A

BID FORM

The undersigned declares that it has carefully examined the bid information and the complete Solicitation, (The term solicitation means the complete invitation for bid) in submitting a bid for "WOODMEN ROAD CORRIDOR IMPROVEMENT PROJECT PHASE 2". The Offeror's signature will be considered the offeror's acknowledgment of understanding and ability to comply with all items in this solicitation.

The Offeror's signature will be considered the offerors acknowledgment of understanding and ability to comply with all items in this solicitation. If an offeror makes any changes or corrections to the bid documents (such as white out, or writing over a figure, etc.) such changes or corrections must be initialed and dated by the person signing the offer prior to its submittal.

TOTAL BID will be evaluated and awarded as follows: The City of Colorado Springs intends to award a contract to the lowest responsible and responsive bidder as specified in B. 18. Each bidder will provide pricing for each area listed in the following documentation.

OFFER

CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
100-00000	MOBILIZATION	1	LS		
100-10000	CLEARING AND GRUBBING	1	LS		
100-20000	CONSTRUCTION PHASING / MOT	1	LS		
100-50000	UTILITY COORDINATOR	1	LS		
100-51000	POTHOLING	200	HR		
202-00010	UNCLASSIFIED EXCAVATION	184800	CY		
202-00100	STRUCTURE EXCAVATION	10701	CY		
203-00100	STRUCTURE BACKFILL (CLASS I)	10635	CY		
220-00004	REMOVAL OF STRUCTURE (COTTONWOOD MONUMENT)	2	EA		
220-00005	REMOVAL OF STRUCTURE (LANDSCAPE WALL)	284	LF		
220-00015	REMOVAL OF HEADWALL	2	EA		
220-00016	REMOVAL OF GATE	1	EA		
220-00018	REMOVAL OF MANHOLE	8	EA		
220-00019	REMOVAL OF INLET	6	EA		
220-00033	REMOVAL OF PIPE	3800	LF		
220-00037	REMOVAL OF END SECTION	17	EA		
220-00050	REMOVAL OF FIRE HYDRANT	7	EA		
220-00181	REMOVAL OF CONCRETE CROSSPAN	282	SY		
220-00195	REMOVAL OF MEDIAN COVER	819	SY		
220-00200	REMOVAL OF SIDEWALK	1733	SY		
220-00203	REMOVAL OF CURB AND GUTTER	13183	LF		
220-00210	REMOVAL OF CONCRETE PAVEMENT	48	SY		
220-00220	REMOVAL OF ASPHALT MAT	79913	SY		
220-00230	REMOVAL OF ASPHALT MAT (MILLING)	10217	SY		
220-00710	REMOVAL OF LIGHT POLE FOUNDATION	21	EA		
220-00719	REMOVAL OF FIBERGLASS POLE	1	EA		

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CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
220-00810	REMOVAL OF SIGN POST	56	EA		
220-00821	REMOVAL OF SIGN PANEL	62	EA		
220-00828	REMOVAL OF SIGNAL EQUIPMENT	1	LS		
220-00904	REMOVAL OF VALVE BOX	14	EA		
220-01000	REMOVAL OF FENCE	2530	LF		
220-01100	REMOVAL OF GUARDRAIL	585	LF		
220-02010	REMOVAL OF LANDSCAPE ROCK	1892	SY		
220-04001	PLUG CULVERT	1	EA		
220-10000	REMOVAL OF WATERLINE (12 INCH AND SMALLER)	1262	LF		
220-10020	REMOVAL OF WATERLINE (16 INCH THROUGH 24 INCH)	1430	LF		
220-10042	REMOVAL OF WATERLINE (30 INCH THROUGH 42 INCH)	35	LF		
220-10100	ABANDON WATERLINE (12 INCH AND SMALLER)	2780	LF		
220-10120	ABANDON WATERLINE (16 INCH THROUGH 24 INCH)	86	LF		
220-10420	ABANDON WATERLINE (42-INCH)	190	LF		
240-00010	RESET MAILBOX	6	EA		
240-00821	RESET SIGN PANEL	27	EA		
240-03000	RESET LANDSCAPE ROCK	1424	SY		
240-04015	ADJUST MANHOLE	17	EA		
240-04021	MODIFY INLET (150 LT)	1	LS		
240-04022	MODIFY INLET (168 LT)	1	LS		
240-04040	ADJUST VALVE BOX	37	EA		
240-05000	RESET STRUCTURE (SHED)	2	EA		
250-06001	PROPERTY RESTORATION (1)	1	LS		
250-06002	PROPERTY RESTORATION (2)	1	LS		
250-06003	PROPERTY RESTORATION (3)	1	LS		
250-06004	PROPERTY RESTORATION (4)	1	LS		
250-06005	PROPERTY RESTORATION (5)	1	LS		
250-06006	PROPERTY RESTORATION (6)	1	LS		
260-00000	PUBLIC INFORMATION SERVICES	1	LS		
300-06106	AGGREGATE BASE COURSE (CLASS 6) (6 INCH)	121729	SY		
400-50200	ASPHALT CONCRETE PAVEMENT (GRADING S) (100) (PG 64-22) (2 INCH)	97532	SY		
400-50500	ASPHALT CONCRETE PAVEMENT (GRADING S) (100) (PG 64-22) (5 INCH)	92264	SY		
400-60101	ASPHALT CONCRETE PAVEMENT (TBTRA) (1 INCH)	96188	SY		
400-60200	ASPHALT CONCRETE PAVEMENT (GRADING SX) (100) (PG 64-28) (2 INCH)	32571	SY		

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CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
400-60300	ASPHALT CONCRETE PAVEMENT (GRADING SX) (100) (PG 64-28) (3 INCH)	1069	SY		
400-70001	ASPHALT CONCRETE PAVEMENT (PATCHING)	420	SY		
400-80000	ASPHALT CONCRETE PAVEMENT (LEVELING)	1050	TON		
410-00000	EMULSIFIED ASPHALT (SLOW-SETTING)	11516	GAL		
430-01000	CONCRETE PAVEMENT (10 INCH)	7537	SY		
500-00505	CONCRETE PEDESTRIAN RAMP	339	SY		
500-00605	CONCRETE DRIVEWAY APPROACH	36	SY		
500-01045	CONCRETE SIDEWALK (4 INCH)	11285	SY		
500-01065	CONCRETE SIDEWALK (6 INCH)	1899	SY		
500-02001	CONCRETE CROSSPAN	121	SY		
500-51001	CURB AND GUTTER TYPE 1 (CATCH)	14725	LF		
500-51002	CURB AND GUTTER TYPE 1 (SPILL)	5907	LF		
500-52001	CURB AND GUTTER TYPE 2 (CATCH)	346	LF		
500-53001	CURB AND GUTTER TYPE 3 (CATCH)	4748	LF		
500-53002	CURB AND GUTTER TYPE 3 (SPILL)	16411	LF		
500-53003	CURB TYPE 3	321	LF		
500-59001	CURB AND GUTTER TYPE 3 (LONG) (CATCH)	3353	LF		
500-59002	CURB AND GUTTER TYPE 3 (LONG) (SPILL)	694	LF		
500-59100	CURB OPENING	27	LF		
500-60010	CONCRETE COVER MATERIAL	8149	SY		
500-62000	SPLASH GUARD	9182	LF		
501-10100	LANDSCAPE WALL	560	LF		
504-04420	PRECAST PANEL SOUND WALL	20081	SF		
504-06100	SOIL NAIL WALL	2888	SF		
520-02370	END ANCHORAGE TYPE 3G	2	EA		
520-02410	END ANCHORAGE TYPE 3K	2	EA		
540-00202	PEDESTRIAN RAIL TYPE 2	1746	LF		
540-00203	PEDESTRIAN RAIL TYPE 3	425	LF		
550-00024	DRILLED CAISSON (24 INCH)	2140	LF		
550-10836	STEEL PILE (HP 8x36)	1436	LF		
550-20822	STEEL PILE (MC 8X22.8)	30	LF		
554-03500	SOUND WALL (BROOKWOOD)	268	SF		
554-03600	SOUND WALL EXTENSION (BROOKWOOD)	2954	SF		
556-10700	BRIDGE RAIL TYPE 7	1771	LF		
600-00020	REINFORCING STEEL (EPOXY COATED)	323708	LB		
600-03050	CONCRETE CLASS D (WALL)	1928	CY		

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CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
600-03080	CONCRETE CLASS D (DRAINAGE)	26	CY		
601-00500	STRUCTURAL CONCRETE STAIN	11333	SY		
601-00600	CONCRETE FINISH (SPECIAL) (FORMLINER)	3392	SY		
605-00040	4 INCH PERFORATED PIPE UNDERDRAIN	905	LF		
624-00090	RIPRAP (TYPE L, 9 INCH)	63	CY		
624-00120	RIPRAP (TYPE M, 12 INCH)	42	CY		
624-07180	BURIED RIPRAP (TYPE H, 18 INCH)	607	CY		
625-07000	WALL TRENCH DRAIN	455	LF		
630-01120	12 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	142	LF		
630-01150	15 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	224	LF		
630-01180	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	3687	LF		
630-01240	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	2236	LF		
630-01300	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	1337	LF		
630-01360	36 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	1147	LF		
630-01420	42 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	478	LF		
630-01480	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	742	LF		
630-01540	54 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	240	LF		
630-05015	15 INCH REINFORCED CONCRETE END SECTION (COMPLETE IN PLACE)	4	EA		
630-05018	18 INCH REINFORCED CONCRETE END SECTION (COMPLETE IN PLACE)	4	EA		
630-05024	24 INCH REINFORCED CONCRETE END SECTION (COMPLETE IN PLACE)	4	EA		
630-05030	30 INCH REINFORCED CONCRETE END SECTION (COMPLETE IN PLACE)	2	EA		
630-05042	42 INCH REINFORCED CONCRETE END SECTION (COMPLETE IN PLACE)	2	EA		
630-05060	60 INCH REINFORCED CONCRETE END SECTION (COMPLETE IN PLACE)	1	EA		
630-20420	53X34 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	256	LF		
630-20480	60X38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	148	LF		
630-25480	60X38 INCH REINFORCED CONCRETE END SECTION ELLIPTICAL (COMPLETE IN PLACE)	1	EA		
636-01180	18 INCH REINFORCED CONCRETE COLLAR	1	EA		

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CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
636-03000	CDOT TYPE C INLET	1	EA		
636-04000	CDOT TYPE D INLET	3	EA		
636-10100	INLET TYPE D10R (L=10)	26	EA		
636-12100	CDOT TYPE R INLET (L=10)	7	EA		
636-12101	CDOT TYPE R INLET (L=10) (SPECIAL)	2	EA		
636-12140	CDOT TYPE R INLET (L=14)	4	EA		
636-16010	DENVER TYPE 16 INLET (SINGLE)	11	EA		
636-16031	DENVER TYPE 16 INLET (SPECIAL)	2	EA		
636-21100	MANHOLE TYPE I H=10	18	EA		
636-30000	WALL INLET	1	EA		
636-31150	MANHOLE TYPE I H=15	2	EA		
636-50060	TRASH RACK (60 INCH)	1	EA		
636-70000	CONCRETE PIPE BRIDGE	6	EA		
636-71000	SPECIAL CONCRETE PIPE BRIDGE	1	EA		
636-81060	60 INCH INTERNAL DISSIPATOR	22	LF		
636-83303	POND OUTLET STRUCTURE	1	LS		
636-83304	CONCRETE LOW FLOW CHANNEL	176	SY		
636-83305	CONCRETE MICROPOOL	98	SY		
636-83306	CONCRETE FOREBAY	414	SY		
711-12001	12-INCH STEEL SLEEVE	14	LF		
711-16000	16-INCH STEEL WATERLINE	44	LF		
711-16001	16-INCH STEEL SLEEVE	49	LF		
711-24001	24-INCH STEEL SLEEVE	58	LF		
711-42000	42-INCH STEEL WATERLINE	195	LF		
712-08350	8-INCH CLASS 350 DIP WATERLINE	255	LF		
712-12350	12-INCH CLASS 350 DIP WATERLINE	237	LF		
712-16350	16-INCH CLASS 350 DIP WATERLINE	23	LF		
712-24350	24-INCH CLASS 350 DIP WATERLINE	1593	LF		
716-06305	6-INCH CLASS 305 PVC WATERLINE	503	LF		
716-08305	8-INCH CLASS 305 PVC WATER LINE	1007	LF		
716-12305	12-INCH CLASS 305 PVC WATERLINE	5696	LF		
721-42004	42-INCH STEEL WATERLINE FINAL CLOSURE PIPE ASSEMBLY - EAST	1	LS		
721-42005	42-INCH STEEL WATERLINE FINAL CLOSURE PIPE ASSEMBLY - WEST	1	LS		
741-06000	6-INCH HYDRANT ASSEMBLY (COMPLETE IN PLACE)	15	EA		
743-00000	BLOW OFF ASSEMBLY (COMPLETE IN PLACE)	3	EA		
744-00000	AIRVAC ASSEMBLY (COMPLETE IN PLACE)	1	LS		
747-42001	42-INCH THRUST ANCHOR WALL - EAST (COMPLETE IN PLACE)	1	LS		

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CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
747-42002	42-INCH THRUST ANCHOR WALL - WEST (COMPLETE IN PLACE)	1	LS		
748-12001	PRESSURE REGULATING STATION	1	EA		
748-42001	42-INCH WATER TRANSMISSION AIR RELEASE VALVE VAULT (CIP OR P/C)	1	LS		
748-42002	16-INCH WATERLINE PRESSURE REDUCING VALVE VAULT (CIP OR P/C)	1	LS		
749-42001	TEST, FLUSH, DISINFECT 42-INCH WATERLINE	1	LS		
813-00201	2 INCH CONDUIT (TRAFFIC)	3930	LF		
813-00202	2 INCH CONDUIT (LIGHTING)	20290	LF		
813-00301	3 INCH CONDUIT (TRAFFIC)	6860	LF		
813-07001	TRAFFIC SIGNAL JUNCTION BOX	26	EA		
813-07002	STREET LIGHT JUNCTION BOX	8	EA		
813-11000	WIRING (TRAFFIC)	1	LS		
813-40019	SCREW IN BASE FOUNDATION	107	EA		
813-40020	SPREAD FOOTING FOUNDATION	8	EA		
814-00010	SIGN PANEL (CLASS I)	333	SF		
814-00020	SIGN PANEL (CLASS II)	592	SF		
814-03018	DRILLED SIGNAL POLE FOUNDATION (18 INCH)	54	LF		
814-03036	DRILLED SIGNAL POLE FOUNDATION (36 INCH)	210	LF		
814-03334	TRAFFIC SIGNAL CONTROLLER FOUNDATION	2	EA		
814-10131	ILLUMINATED STREET NAME SIGN (INSTALL ONLY)	8	EA		
814-20175	STEEL SIGN POST (1-3/4 INCH SQUARE PUNCHED)	45	EA		
814-20200	STEEL SIGN POST (2 INCH SQUARE PUNCHED)	39	EA		
814-70337	TRAFFIC SIGNAL FACE (12-12-12) (INSTALL ONLY)	48	EA		
814-70451	TRAFFIC SIGNAL FACE (12-12-12-12) (INSTALL ONLY)	6	EA		
814-70561	TRAFFIC SIGNAL FACE (12-12-12-12-12) (INSTALL ONLY)	3	EA		
814-72861	PEDESTRIAN PUSH BUTTON (INSTALL ONLY)	20	EA		
814-72892	POWER FEED (TRAFFIC)	2	EA		
814-72896	INTERSECTION DETECTION SYSTEM (CAMERA) (INSTALL ONLY)	10	EA		
814-72901	LOOP DETECTOR (CDOT TYPE 2)	42	EA		
814-75216	PEDESTRIAN SIGNAL FACE (16) (INSTALL ONLY)	20	EA		
814-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	2	EA		

CITY OF COLORADO SPRINGS

CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
814-81010	TRAFFIC SIGNAL POLE (NO MAST ARM) (INSTALL ONLY)	2	EA		
814-81011	TRAFFIC SIGNAL POLE (1 MAST ARM) (INSTALL ONLY)	11	EA		
814-84450	TRAFFIC SIGNAL PEDESTAL POLE (INSTALL ONLY)	18	EA		
825-00000	CONSTRUCTION SURVEYING	1	LS		
827-32000	EPOXY PAVEMENT MARKING	19815	SF		
827-32050	PREFORMED THERMOPLASTIC PAVEMENT MARKING	4822	SF		
850-00000	FIELD OFFICE	1	LS		
850-00015	IRRIGATION CONTROLLER POWER SUPPLY	2	EA		
900-00204	ON-SITE TOPSOIL	7028	CY		
900-00205	IMPORTED TOPSOIL	14056	CY		
901-00003	ROCKSOCKS/CURB SOCKS	2520	LF		
901-00005	EROSION LOG	7090	LF		
901-00006	SOIL BINDER	29	AC		
901-00020	SILT FENCE	41470	LF		
901-00025	TREE PROTECTION	6000	LF		
901-00030	SEDIMENT BASIN (TEMPORARY)	1	EA		
901-00045	CONCRETE WASHOUT STRUCTURE	25	EA		
901-00046	CHECK DAM	4	EA		
901-00050	STORM DRAIN INLET PROTECTION	310	EA		
901-00054	STORM DRAIN OUTLET PROTECTION	68	EA		
901-00055	SEDIMENT TRAP	3	EA		
901-00060	TEMPORARY BERM	1050	LF		
901-00065	SURFACE ROUGHENING	29	AC		
901-00070	STABILIZED CONSTRUCTION ENTRANCE	40	EA		
901-00075	STABILIZED STAGING AREA	6250	SY		
901-00200	EROSION CONTROL SUPERVISOR	1	LS		
901-00300	PHASED GRADING, EROSION AND STORMWATER QUALITY CONTROL PLAN	1	LS		
901-01622	SWEEPING (PICKUP BROOM)	500	HR		
902-00006	SEEDING (NATIVE)	29	AC		
902-00010	DECIDUOUS TREE (2.5 INCH CAL)	193	EA		
902-00011	EVERGREEN TREE (6 FOOT)	111	EA		
902-00018	PERENNIAL (1 GAL)	699	EA		
902-00019	DECIDUOUS SHRUB (5 GAL)	606	EA		
902-00020	EVERGREEN SHRUB (5 GAL)	204	EA		
902-00022	VINE (1 GAL)	31	EA		

CITY OF COLORADO SPRINGS

CONTRACT ITEM NO.	CONTRACT ITEM NAME	EST QTY.	UNIT	UNIT COST	EXTENDED COST
902-00024	ORNAMENTAL GRASS (1 GAL)	1201	EA		
902-00025	ORGANIC WOOD MULCH (4 INCH)	51701	SF		
902-00026	GRAVEL (1½ INCH NOMINAL) (4 INCH)	15471	SF		
902-00027	GRAVEL (¾ INCH NOMINAL) (4 INCH)	33879	SF		
902-00029	SOD	11118	SF		
902-00030	LANDSCAPE EDGER	5917	LF		
906-00000	EROSION CONTROL BLANKET	105706	SY		
907-00110	GEOTEXTILE (DRAINAGE) (CLASS A)	986	SY		
930-00001	IRRIGATION	1	LS		
940-00000	LANDSCAPE MAINTENANCE	1	LS		
990-70010	F/A MINOR CONTRACT REVISIONS	600000	FA	\$1.00	\$600,000.00
990-70023	F/A ON-THE-JOB TRAINEE	1	FA	\$ 7680.00	\$ 7,680.00

TOTAL BASE BID-----\$_____

DBE PARTICIPATION

Contractor is proposing to use _____% DBE Participation

Note: Only prequalified bidders on CDOT's general construction listing for projects \$25 million or greater in value will be allowed to submit bids for this project

**BID FORM
SIGNATURE PAGE**

By signing in this space, the contractor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on any federal, state, county or municipal Invitations for Bids or Requests for Proposals.

Signature

Date

Title

THE CONTRACTOR hereby Certifies that at the time of this certification, the Contractor does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

If awarded the contract, the undersigned hereby agrees to sign said Contract, and furnish the necessary bonds within ten (10) days of receipt of the "Notice of Award", of said contract, and to begin work within ten (10) days from the date of receipt of the "Notice to Proceed".

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the bidder to make the above bid statements or representations.

(Name of Company)

(Signature)

(Date)

(Address)

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(email)

E-mail Address

FEDERAL TAX ID # _____

This Company Is: Corporation _____

Individual _____

Partnership _____

LLC _____

Offeror hereby acknowledges receipt of the following amendments, if applicable (Offeror agrees that it is bound by all Amendments identified herein)

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

SCHEDULE B

INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION

City Contracting no longer maintains a bidders' list. All projects subject to formal competition are posted on Rocky Mountain E Purchasing (www.rockymountainbidsystem.com) or in the lobby of our office at 30 S. Nevada Ave., Suite 201, Colorado Springs, CO 80903.

The City of Colorado Springs Contracting now utilizes Rocky Mountain E Purchasing which can be accessed [here](#). This system will provide you with convenient access to all bid information for the City of Colorado Springs as well as 139 other local agencies throughout Colorado. To receive email alerts of open bids in your field please register with Rocky Mountain E Purchasing System and complete your online registration. All vendors are encouraged to register in order to access RFP's, IFB's, addenda, and awards.

NONREFUNDABLE FEE FOR THIS SOLICITATION IS \$ N/A – NOTE: ALL APPLICABLE DOCUMENTS WILL BE PROVIDED ON A CDROM

B.1 BID ISSUE DATE

Invitation for Bid (IFB) Number B16-T036 NS is being issued on **March 15, 2016**.

B.2 PROCUREMENT RULES AND REGULATIONS

All formal Invitation for Bids (IFB) advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Contracting web-site <https://coloradosprings.gov/business/doing-business/contracting-rfps/procurement-rules-and-regulations>. Any discrepancies or conflicting statements, decisions regarding bidding irregularities, clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the bidder's responsibility to advise the Contracting Specialist listed in these bidding documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the bid opening date and time.

B.3 PREPARATION OF BID OFFER

B.3.1 Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a bidder from their responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.

B.3.2 The bidder certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the bidders in preparing its bid.

B.3.3 All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid schedule, **must** be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.

B.3.4 The bidder declares that the person or persons signing this bid is/are authorized to sign on behalf of the firm listed and to fully bind the bidder to all the requirements of the solicitation.

B.3.5 The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the Contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

B.3.6 By submitting a bid the bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this bid. Bidders are expected to review the City's Procurement Rules and Regulations which will be used when determining a bidder

- responsive and responsible and awarding contracts in the best interest of the City.
- B.3.7 If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

B.4 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective bidder desiring an explanation or interpretation of the solicitation documents, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the time for submission of offers. Oral explanations or instructions given before the opening of bids will not be binding. Any information provided to a prospective bidder during the bid preparation stage will be promptly furnished to all other prospective bidders as an amendment to the solicitation if that information is necessary in submitting bid offers or if the lack of it would be prejudicial to other prospective bidders.

B.5 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted in writing to the following specified individuals. The preferred method of submitting written questions is via e-mail. All questions must be received no later than April 5, 2016 – 2:00 PM.

All questions shall be directed to:

Nicole Spindler, Senior Contracts Specialist,
nspindler@springsgov.com

B.6 PRE-BID CONFERENCE

A pre-bid conference is scheduled for 9:00 A.M., March 30, 2016, at the City Administration Building, 30 South Nevada, Room 401, Colorado Springs, CO. 80903. ***Please note that all visitors to City facilities are required to provide a picture ID in order to gain access to the building.***

- B.6.1 This pre-bid conference is not mandatory; however, contractors, suppliers, and vendors are strongly encouraged to attend in order to voice their comments, concerns and/or questions.

B.7 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. The City of Colorado Springs will post all addenda on Rocky Mountain E Purchasing (www.rockymountainbidsystem.com). It is the bidder's responsibility to check the web-site for posted addenda or contact the Contracting Specialist listed in B.5 to confirm the number of Amendments which have been issued.

- B.7.1 If this solicitation is amended, then all specifications, terms and conditions, which are not amended, remain unchanged.
- B.7.2 Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid offers, or (3) by letter or facsimile.
- B.7.3 Acknowledged amendments must be received prior to bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned bids.

B.8 BID BOND REQUIREMENTS

A bid bond in the amount of five (5) percent of the bid amount is required to be submitted with your bid when (1) the total amount of your accumulative bid is more than \$100,000 or (2) is required elsewhere in this solicitation. This Bond must meet the following conditions and shall be submitted using the form in the Exhibits Section of this solicitation.

B.8.1 Bid (offer) Bond

- a) The Bidder is required to furnish with their bid a bid bond in the form of a certified check, cashier's check or surety bid bond acceptable to the Contracting Specialist in the sum equal to at least 5% of the total amount of the bid payable without condition

- to the City of Colorado Springs if; (1) the total amount of your accumulative bid is more than \$100,000 or (2) is required elsewhere in this solicitation.
- b) The Bid Bond shall guarantee that the bid will not be withdrawn or modified for a period of sixty calendar days after the time set for the receipt of bid offers, and if accepted within those sixty calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its bid offer, enter into a Contract and furnish the required bonds and all insurance certificates called for under this invitation for bid.
 - c) The Bid Bonds of unsuccessful bidders will not be returned to the respective bidders unless a self-addressed stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted in lieu of the Bid Bond, it will be returned as soon as possible after the lowest responsive and responsible bidder is determined and a contract is executed.
 - d) In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check or surety bid bond will be forfeited in full to the City.

B.9 ESTIMATED QUANTITIES

If the bid schedule herein contains estimated quantities this provision is applicable. The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the bid. All unit prices shall include all necessary overhead and profit. Items not listed in the bid schedule such as overhead, profit, mobilization, de-mobilization, bonding, etc. shall be distributed throughout the bidder's unit prices for the items listed in the bid schedule.

B.10 SALES TAX

The contractor shall apply with the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax (3.12%) which shall be applicable and included in your bid or proposal in all cases. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated in this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation of 8.25% (City-3.12%, County-1.23%, PPRTA-1%, and State-2.9%).

The Contractor and all subcontractors shall include in their bid City of Colorado Springs Sales and Use Tax (3.12%) on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc), City Use Tax (3.12%) is due and payable to the City. The contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes unless already included in the bid price. Any outstanding taxes due may be withheld from the final payment due the contractor and may result in suspension from bidding on City projects.

CITY OF COLORADO SPRINGS

Forms and instructions can be downloaded at <https://coloradosprings.gov/government/tax-information/sales-tax/sales-tax-applications-and-forms>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000574

Federal Excise: A-138557

State Sales Tax: 98-03479

B.11 IDENTIFICATION OF BID

Bids must be returned in a sealed envelope; solicitation number and date for submission of offers must be clearly marked on the outside in the lower left hand corner: Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offers and then resealed.

BID # B16-T036 NS WOODMEN - PHASE 2

DUE DATE/TIME: **APRIL 14, 2016 – 2:00 PM**

COMPANY NAME: _____

B.12 SUBMISSION OF BIDS

B.12.1 Bids are to be submitted in a sealed envelope to City Contracting Office, 30 S. Nevada Ave., Suite 201, Colorado Springs CO. 80903.

B.12.2 Date/Time: Bids shall be received on or before: **2:00 PM, THURSDAY, APRIL 14, 2016.**

B.12.3 BID SUBMITTAL DOCUMENTS:

The following listed documents must be submitted with your bid in order for your bid submittal to be considered responsive. Use this list as a checklist to make sure all required documents are submitted.

Schedule A., Bid Form

Bid Bond

Equal Employment Status Report

Minimum Insurance Requirements

Addendums if issued

CDOT Form 606 Anti-collusion Affidavit, CDOT Form 1413 –Bidders List and CDOT form 1414 Anticipated DBE Participation Report must be submitted by all bidders with their bid. If these forms are not submitted, the bid is considered non responsive and shall be rejected.

a. APPARENT LOW BIDDER:

The apparent low bidder must submit the following listing CDOT Forms by 4:00 P.M. the day after the bid opening. Because each Form 1415 requires a UDBE representative signature, the apparent low bidder has until 4:00 P.M. on the 3rd working day after the date of bid opening to submit each signed Form 1415 and CDOT 1416, if DBE goal is not met.

CDOT Form 605 – Contractors Performance Capability Statement

CDOT Form 621 – Assignment of Antitrust Claims

CDOT Form 1417 - Approved DBE Participation Plan

CDOT Form 1418 – Monthly Payment Summary (will be required during project)

*******LATE BIDS WILL NOT BE ACCEPTED*******

B.13 NUMBER OF COPIES

Bidder shall submit in its sealed and marked envelope, one (1) copy of its bid, signed in ink, and, if applicable, one (1) original copy of the Bid Bond as defined in B.8.

B.14 LATE BIDS/LATE MODIFICATIONS OF BIDS

B.14.1 Bids received in the office designated in B.12 above, after the exact time set for opening are considered "late bids", and will not be accepted by the Bid Opening Official. Bidders are solely responsible for insuring their bids arrive on time and to the place of bids

specified in the Invitation for Bid.

- B.14.2 The City of Colorado Springs will not consider a late bid or late modification of bid unless:
- (1) There is conclusive evidence that the bid was submitted to the office designated in B.12 above, on time and was mishandled by the City of Colorado Springs (i.e. lost or misplaced) City Contracting personnel responsible for handling/receiving bids. Mishandling by other units or offices of the City of Colorado Springs does not constitute City Contracting personnel.
 - (2) Or – it was the only bid received.

B.15 MISTAKES IN BIDS - CONFIRMATION OF BID

When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. All mistakes in bids will be handled in accordance with the City of Colorado Springs Procurement Rules and Regulations.

B.16 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

B.16.1 A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

B.16.2 If the City Procurement Services determines that the bid submitted contains a minor informality or irregularity, then the Manager shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the City. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following;

B.16.2.1 Bidder fails to sign the Bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid. (such as Bid bond, or signed cover letter which references the bid # and amount of bid).

B.16.2.2 Bidder fails to acknowledge an Amendment - this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

B.17 REJECTION OF BIDS

Any bid that fails to conform to the essential requirements of the Invitation for Bids will be rejected.

B.17.1 Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the Invitation for Bids.

B.17.2 A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the City, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

B.17.2.1 Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined.

B.17.2.2 Fails to state a price and indicates that price shall be "price in effect at time delivery".

B.17.2.3 States a price but qualifies it as being subject to "price in effect at time of delivery".

- B.17.2.4 Takes exceptions to the Invitation for Bids terms and conditions.
- B.17.2.5 Inserts the bidder's terms and conditions.
- B.17.2.6 Limits the rights of the City under any contract/invitation for bid clause.

B.18 BASIS OF AWARD

The City of Colorado Springs intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer conforming to the solicitation, will be most advantageous to and in the best interest of the City of Colorado Springs, cost or price and other factors considered.

- B.18.1 In addition to other factors, bid/offers will be evaluated on the basis of advantages and disadvantages to the City that might result from offers received.
- B.18.2 The City reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.
- B.18.3 Total bid will be evaluated and awarded as follows: It is the City's intent to award this bid based on the **TOTAL BASE BID**.

B.19 PERIOD OF ACCEPTANCE

The bidder agrees that its bid offer shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the solicitation for receipt of bids. Additionally the City reserves the right to extend any resultant contract or previously approved contract extension for up to six months while products or services are being rebid.

B.20 BID RESULTS

The City of Colorado Springs does not mail bid results or tabulations. However, bid tabulations are posted and can be downloaded from the web-site.

Bid tabulations will also be emailed upon request. To request an emailed bid tabulation, email Contracting Specialist listed in B.5..

B.21 CONTRACT AWARD

The signature of the bidder indicates that within ten (10) calendar days from acceptance of its bid offer it will execute a contract with the City of Colorado Springs and if indicated in this solicitation, furnish a project specific Certificate of Insurance naming the City of Colorado Springs as Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

B.22 TYPE OF CONTRACT

It is the intent of this Invitation for Bids (IFB) to award a firm fixed price Contract based on the prices offered by the lowest responsive and responsible bidder. Contract prices shall remain firm and fixed throughout the contract performance period.

B.23 ADDITIONAL BOND REQUIREMENTS

B.23.1 Performance, Labor and Materials Payment, and Maintenance Bonds

The Contractor shall furnish to the City of Colorado Springs one copy of each; Performance Bond, Labor and Materials Payment Bond, and a Maintenance Bond in the amount of 100% of the total contract within ten (10) calendar days after notification of award of a contract. The cost of all bonds shall be included in Contractor's bid offer.

Bonds shall:

- a) Be for the full amount of the contract price.
- b) Guarantee the Contractor's faithful performance of the work under this contract, and the prompt and full payment for all labor and materials involved therein.
- c) Guarantee protection to the City of Colorado Springs against liens of any kind.
- d) Be, when a surety bond is furnished, from a surety company operating lawfully in the state of Colorado and shall be accompanied with an

- acceptable "Power-of-Attorney" form attached to each bond copy.
- e) Be issued from a surety company that is acceptable to the City of Colorado Springs.
 - f) Be submitted using the forms in the Exhibit section of this solicitation.

B.24 F.O.B. DESTINATION

Unless otherwise specified in the invitation for bid, all goods, materials, supplies, equipment or services covered by this solicitation shall be delivered F.O.B. destination, all freight charges prepaid and allowed, within the city limits of the City of Colorado Springs, Colorado, at the location indicated in the awarded contract or purchase order.

B.25 TERMS, CONDITIONS AND SPECIAL PROVISIONS

Bidders are advised to pay special attention to Schedules C, Terms and Conditions, and Schedule E, Special Provisions. These schedules may contain requirements that will have an impact on all potential bidders, such as Liquidated Damages, Indemnification, DBE participation, type of contract, and delivery schedule.

B.26 FISCAL OBLIGATIONS OF CITY

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

B.27 EQUAL EMPLOYMENT OPPORTUNITY

- B.27.1 In connection with this procurement, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status or disability. The contractor will take affirmative action to ensure that all applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
 - b) The Contractor will comply with all equal employment opportunity provisions, rules, regulations and executive orders issued by the City of Colorado Springs, State of Colorado and the Secretary of Labor.
 - c) The Contractor will furnish all information and reports required by any equal employment opportunity provisions, rules, regulations and executive orders and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such Rules, Regulations, and Orders.
 - d) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such Rules, Regulations, or Orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

B.28 PERIOD OF PERFORMANCE

The contractor shall complete all work within EIGHTEEN (18) MONTHS after the Notice-to-Proceed as per the Specifications and Drawings. The contractor will start work promptly after receipt of the Notice-to-Proceed and continue to work diligently until all work is completed and accepted by the City.

B.29 NOTICE TO PROCEED

Work may not start under any awarded contract until a written notice to proceed is issued by the City of Colorado Springs. The City of Colorado Springs may issue the Notice-to-Proceed any time after the contract is signed and, if required, insurance and bonds have been provided.

B.30 CADD FILES

CADD files will not be provided during the bidding phase. CADD files will be provided to the successful contractor.

B.31 PRE-QUALIFICATION

Only prequalified bidders on CDOT's general construction listing for projects \$25 million or greater in value will be allowed to submit bids for this project.

SCHEDULE C

TERMS & CONDITIONS

C.1. CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its subcontractors, and all reports, recommendations, drawings, documents, and data shall be treated by the Contractor and its subcontractors as confidential. The Contractor and its subcontractors must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from the City.

C.2. LAW

This contract is subject to and shall be interpreted under the law of the State of Colorado, and the charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, a home rule city. Court venue and jurisdiction shall exclusively be in the Colorado District Court of El Paso County Colorado. The contractor shall insure that the contractor and the contractor's employees, agents and officers are familiar with, and comply with, applicable Federal, State and Local laws and Regulations as now written or hereafter amended.

C.3 FUNDING SOURCES

CDOT FUNDED PROJECT

This is a CDOT funded project that will be constructed along City right-of-ways. It is the successful bidder's responsibility to obtain all required permits, access and to coordinate all phases and requirements of the work with the Colorado Department of Transportation, applicable utilities, other contractors, City of Colorado Springs departments, and the City Engineering Unit.

PPRTA FUNDED PROJECT

PPRTA Funding Special Provision: Joint Contracts - City of Colorado Springs and the Pikes Peak Rural Transportation Authority (PPRTA).

This contract is a joint contract between the Contractor, the City of Colorado Springs, and the Pikes Peak Rural Transportation Authority. The Parties therefore Agree to the following:

1. This PPRTA Funding Special Provision shall supersede any contrary provision of this Contract.
2. The Contractor acknowledges and understands that this contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. The Contractor acknowledges and understands that all payments under this contract shall be made to the contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is Joint City / PPRTA funding, then payment to the Contractor by the PPRTA shall consist of Warrants from the City and Warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. All bonds under this Contract shall include the City of Colorado Springs and the PPRTA as Obligees.
5. All insurance policies provided by the Contractor pursuant to this contract except Workers Compensation Insurance shall name both the City of Colorado Springs and the PPRTA as additional insureds. All insurance policies provided by any sub-contractor for any work pursuant to contracts with the Contractor, except Workers Compensation Insurance, shall also name both the City of Colorado Springs and the PPRTA as additional insureds.

6. Law: This contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City and the Resolutions, Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall insure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Agreement without compensation to the Contractor. Performance of the PPRTA's obligations under this IGA are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended legal limitations on non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.
8. Indemnification: The Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, and the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract.
9. Warranties: All warranties provided by Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
10. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
11. Termination or default of Contract: In all contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the contractor, the term City shall include the PPRTA.
12. Change Orders:
 - a) The Contractor agrees and acknowledges as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Contract, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract.
 - b) The Contractor further agrees and acknowledges as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless City or

PPRTA funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any additional compensable work performed under this Contract, including but not limited to emergency work, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

- c) Any budget changes or significant changes to the design, requirements or scope of the Contract shall require the approval of the City and the PPRTA.

C.4 DBE PROGRAM

This Invitation for Bids contains the City's DBE program requirements. However, all bidders are advised that the City will submit all required DBE information, forms and attachments to CDOT for review and approval prior to determining that a bidder is responsive and responsible.

City Disadvantaged Business Enterprises (DBE) Program (Revised 8/02)

Overview of the City's Program

The City's policy is to ensure nondiscrimination in the award and administration of the City's construction contracts, professional service contracts, and in the procurement of common goods and services. It is the City's intention to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts and ensure that the City DBE program is narrowly tailored in accordance with applicable law. A DBE is a for-profit small business concern that is at least 51 percent owned and controlled by socially and economically disadvantaged individuals as described in the "definitions" section of this attachment.

To count a minority or woman-owned business's participation toward the goal established for this contract, the firm must be certified as a DBE and perform a "commercially useful function" as defined in this section. Prime contractors should also be sure that the DBE is certified as of the date that the CITY OF COLORADO SPRINGS receives this bid.

To accomplish this objective, the City requires that on projects with a DBE goal, bidders complete and return the following Enclosures:

Enclosure 1A – DBE Affidavit

Enclosure 1B - DBE Affidavit (DBE Prime Contractor) if appropriate

Enclosure 2 – Letters of Intent to Perform as a Subcontractor

Enclosure 3 – DBE Unavailability Certification (if appropriate)*

Enclosure 4 – Bidder's List

*Contractors failing to meet the specified DBE goal are required to submit Certificates of Unavailability (**Enclosure 4**) along with complete documentation of good faith efforts to meet the goal.

FAILURE TO RETURN ALL REQUIRED DBE ENCLOSURES WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

Overall Goals:

The City sets an annual overall goal for DBE participation. The City will attempt to meet the maximum feasible portion of the overall goal with race-neutral means. The City will also establish contract goals on contracts that have subcontracting possibilities in order to meet any portion of our overall goal that cannot be met by race-neutral means.

The expected percentage of certified DBE participation may vary from contract to contract depending on the number of available DBEs in a given field and the opportunity for subcontracting on the procurement.

Contract Goal:

The City of Colorado Springs, as directed by CDOT, has specified the following goal for work to be performed on this contract:

18 % DBE – (Disadvantaged Business Enterprise)

The DBE goal is determined by such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. DBE participation is counted by the dollar value of work performed by certified DBEs compared to the total value of all work performed under this contract and/or, by the portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and controls of the DBE partner in the joint venture. **(Material suppliers are credited for 60% of their contract value.)** See 49 CFR, Section 26.55 for specifics.

Discrimination:

The City's commitment to a specific goal is to meet DBE objectives and is not intended and shall not be used to discriminate against any qualified company or group of companies.

Requirements of this section

The contract will be awarded to the responsive and responsible bidder who offers the lowest price or for Architectural and Engineering projects who proposes the most technically qualified team and approach. A bidder who fails or refuses to complete and return the required enclosures to this Attachment will be deemed non-responsive. The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). All extensions, amendments, and options of the contract are subject to review by the City's DBE Program Administrator.

Meeting contract goals:

The bidder may meet City contract goals:

- a. by subcontracting portions of the work to certified DBEs; or by having certified DBE status.

The responsive bidder:

To be considered a responsive bidder, when a DBE goal is specified for a project, a bidder must meet the goal referred to in the specification and Attachment A or make a good faith effort to attain the goal. The responsible bidder must submit the following written intent to comply with the City's DBE goals with the bid:

Names and addresses of certified DBE participating subcontractors and the work they are to perform,

The dollar value of each proposed certified DBE contract,

Documentation of good faith efforts, if applicable.

Enclosures 1 – 4:

The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). Requirements for the DBE program are addressed in Enclosures 1 –4. Enclosure 4 must be included for all bidders (prime and subcontractors) whether or not they are awarded the contract by the City or the Prime contractor. Bidders must complete and return all applicable Enclosures.

Enclosure 1A, DBE Affidavit, must be submitted **with the bid** by all **prime contractors, whether DBE or not**, to acknowledge the percentage of DBE participation and indicate intent to comply with the DBE goal.

Enclosure 1B, DBE Affidavit, if applicable, must be submitted **with the bid by all DBE prime contractors to affirm DBE status.**

Enclosure 2, Letter of Intent to Perform as a Subcontractor must be submitted by the prime contractor **with the bid**. It must contain the information specified in paragraphs 3a and 3b above and be signed by DBE subcontractors. Subcontractors shall also submit a copy of their valid DBE Certificate.

Enclosure 3, Unavailability Certification, along with **complete** documentation of good faith efforts, must be submitted **with the bid** by a prime contractor who has failed to meet the specified DBE goal.

Enclosure 4, Bidder's List, is for statistical purposes only and must be submitted **with the bid** for the prime and all companies the prime receives bids from on subcontract work.

Compliance

DBE Certification:

The State of Colorado Department of Regulatory Agencies (DORA) and the Mayor's Office of Contract Compliance (Denver) will act as the certification agencies for DBEs wishing to do business with the City. In addition, the City reserves the right to accept or reject a firm's certification from other agencies on a case-by-case basis. In making this determination the City will evaluate whether the certification was conducted under the standards of 49 CFR Part 26 and the Unified Certification Program. Both the City and SOC reserve the right to investigate and/or revoke a firm's certification should information become available that the firm is no longer entitled to such certification. Other out of state certifications of DBE status will only be accepted if the company was certified according to 49 CFR Part 26 requirements.

Good Faith Efforts:

To award a contract to a bidder that has failed to meet the DBE contract goals as stated in that specific contract, the City will decide whether the bidder made "a good faith effort" to actively and aggressively seek DBEs to meet those goals. The City will review the data submitted to decide whether the DBE requirements have been satisfied through good faith efforts.

The kinds of efforts that are considered demonstrative of a "good faith effort" include, **but are not limited to**, the following:

Whether the contractor solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

Whether the contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

Whether the contractor negotiated in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

Whether the contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Whether the contractor effectively used the services of available minority/women community organizations, contractors' groups and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Whether other bidders on the procurement met the DBE goal.

If the City of Colorado Springs determines that the apparent successful bidder has failed to meet the good faith effort requirements, the bidder has an opportunity for administrative reconsideration. The reconsideration official will be the Director of the City of Colorado Springs Purchasing & Contracts Office.

The bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. They will also be permitted, upon request, to meet in person with the reconsideration official to discuss the issue.

THE CITY OF COLORADO SPRINGS will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Defaulting DBE Subcontractors:

A contractor must make a good faith effort to replace a defaulting DBE with another Certified DBE. The prime contractor must notify the City's DBE Office immediately of the DBE's inability to perform and of the intent to obtain a substitute certified DBE. The prime contractor must provide the City's DBE Office with reasonable documentation of the defaulting subcontractor's inability to perform, as well as the contractor's good faith efforts to come to terms with the DBE subcontractor. The substitute DBE must receive prior approval by the City's DBE Office. When the contractor obtains a substitute DBE, the contractor will notify the DBE Program Administrator and provide copies or descriptions of new or amended subcontracts and a completed certification form for each new DBE, or any applicable certificate of good faith effort.

Failure to Comply:

If the City finds that the contractor has failed to comply with the requirements of this attachment, The City's Purchasing Director must notify the contractor in writing. The contractor shall immediately take corrective action. If the contractor fails or refuses to comply in the time specified, the City's Purchasing Department will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the City's Purchasing Director may issue a termination for default proceeding.

Records and Documents;

It is the contractor's responsibility to maintain those records and documents that indicate compliance with this Attachment for three (3) years following the performance of the contract. Those records will be made available at reasonable times and places for inspection upon request by any authorized representative of the City, with any other compliance information that such representative may require. This reporting requirement is also extended to any certified DBE subcontractor.

To ensure that stated DBE goals are met by prime contractors, the City reserves the right to perform interim audits of the prime contractor's payments to DBEs. The information provided by the prime contractor will be independently verified with each DBE subcontractor and compared to those amounts reported on Enclosure 2.

The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of payment made to the prime by the City. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within 30 days after the subcontractor's work

is satisfactorily completed. Failure to comply with the above may be construed to be a breach of contract and subject to contract termination.

DEFINITIONS

Commercially useful function occurs when a DBE is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

Disadvantaged Business Enterprise (DBE), as pursuant to 49 CFR, Part 26, is a small for-profit business concern: (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, as defined pursuant to 49 CFR, Part 26.

Joint Venture is an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this definition, race-neutral includes gender-neutrality.

Small business concern is a small business as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR, Section 26.65(b).

Socially and economically disadvantaged individuals are those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:

Found to be socially and economically disadvantaged on a case-by-case basis;

African American, (a person having origins in any of the Black racial groups of Africa);

Hispanic American (a person of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race);

Native American (a person who is American Indian, Eskimo, Aleut, or Native Hawaiians);

Asian-Pacific American (a person having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong.

Subcontinent Asian American (a person whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

Women;

Members of any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

CITY OF COLORADO SPRINGS

Enclosure 1A
DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY ALL PRIME PROPOSERS/BIDDERS TO ACCEPT THE ESTABLISHED GOAL AND TO INDICATE THE PERCENTAGE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.

The undersigned bidder/proposer hereby agrees that the goal established for DBE participation in this project through subcontracting or entering into a joint venture with Disadvantaged Business Enterprise(s) in conformity with the Requirements, Terms, and Conditions of this Attachment is:

18% - DBE (Disadvantaged Business Enterprise)

THIS PERCENTAGE RELATES TO DBE SUBCONTRACTING ONLY AND IS CONSISTENT WITH THE DISADVANTAGED BUSINESS ENTERPRISE STATEMENT LISTED IN THE BID/PROPOSAL FORM.

IT IS THIS BIDDER'S/PROPOSER'S INTENT TO COMPLY WITH THE ABOVE GOAL.

THE BIDDER/PROPOSER IS COMMITTED TO MINIMUM OF _____ % UTILIZATION ON THIS CONTRACT, IF AWARDED, FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION AND WILL SUBMIT REQUIRED DOCUMENTATION.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

_____ TO MAKE THIS AFFIDAVIT.
(Name of Business Entity)

(Date) (Affiant) (Title)

State of _____:

City and County of _____:

On this _____ day of _____, _____, before me, the

undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained. In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public)
SEAL

CITY OF COLORADO SPRINGS

Enclosure 1B
DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY DISADVANTAGED BUSINESS ENTERPRISE CONTRACTOR
(PROPOSER/BIDDER)

I HEREBY DECLARE AND AFFIRM that I am the _____

(Title)
and duly authorized representative of (the firm of) _____

(Name of Corporation or Joint
Venture)
whose address is _____

(Phone No.)

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) and am certified as of
the date that the City receives this bid/proposal and as defined by the City of Colorado Springs
Purchasing Department in Attachment A for

_____ and that I will provide
(Contract number and name)

information and/or the certification to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE
CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM
AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Date) (Affiant) (Title)

State of _____:

City and County of _____:

On this _____ day of _____, _____, before me, the
undersigned officer, personally appeared _____, known to me to
be the person described in the foregoing Affidavit, and acknowledged that he (she)
executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public)
(SEAL)

CITY OF COLORADO SPRINGS

Enclosure 2
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Re: _____

The undersigned DBE subcontractor intends to perform work in connection with the above project as (check one):

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The DBE status of the undersigned is confirmed on the attached Schedule of DBE Participation and represents a company that is certified as of the date that the City receives this bid.
(Specify in detail particular work items or parts thereof to be performed, and associated cost.)

ITEM	PROJECTED COMMENCEMENT DATE	PROJECTED COMPLETION DATE	COST

_____ % of the dollar value of this DBE subcontract will be sublet and/or awarded to non-disadvantaged contractors and/or non-disadvantaged suppliers. The undersigned prime contractor and DBE subcontractor will enter into a formal agreement for the above work conditioned upon the prime contractor's execution of a contract with the City of Colorado Springs.

NAME OF PRIME CONTRACTOR

SIGNATURE DATE

TITLE

NAME OF DBE SUBCONTRACTOR

SIGNATURE DATE

TITLE

CITY OF COLORADO SPRINGS

Enclosure 3
DBE UNAVAILABILITY CERTIFICATION

I, _____,

_____, of
(Name) (Title)

_____, certify that our company made the
(prime contractor/bidder/bidder)

following efforts to meet the DBE goal on The City of Colorado Springs Contract _____:

(please attach any additional efforts that do not fit on this form)

A Company representative attended the pre-bid meeting. Yes _____ No _____

Newspaper Advertisement Log: (attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Dates of Advertisement

Selected portions of the work to be performed by DBEs

Work Categories	Type of Bid/Bid (Sub or Supplier)	Prime's Estimated Budget	Additional Comments

CITY OF COLORADO SPRINGS

Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc. (List any specific offers made by your company)

--

Solicited the following DBEs

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category

Followed up with initial contacts

Date	Name of DBE Firm	Phone #	Proposing (Yes or No)	Additional Comments

Contacted the following other agencies, organizations in recruitment of DBEs:

Date	Organization	Phone #

As shown by the documentation provided to the City, we feel that we have made good faith effort to attain the contract goal.

Signature: _____ Date: _____

CITY OF COLORADO SPRINGS

Enclosure 4
BIDDER'S LIST

The City of Colorado Springs must create and maintain a bidders list, consisting of **all** firms proposing on prime contracts and bidding or quoting subcontracts on DOT-assisted projects per 49 CFR Part 26.11. We suggest you make copies of this form and send with your initial contact to the subcontractor (both DBEs and non-DBEs) and ask them to return the filled out form with their bid to you.

This information will be used for statistical information only but it is required. Please submit a copy of the subcontractor's quote.

Firm Name: _____

Firm Address: _____

Status: Certified DBE Yes No _____

Type of Work Bid On: _____

Age of the firm: _____

**SCHEDULE D
GENERAL PROVISIONS
SCHEDULE D**

ARTICLE I. GENERAL PROVISIONS

All bids submitted as a result of City of Colorado Springs Invitations for Bids (IFB) and/or Request for Proposals (RFP) shall be in accordance with the latest version of the City's Procurement Rules, Regulations and Information. The latest version is posted on the City's web-site at <https://coloradosprings.gov/business/doing-business/contracting-rfps/procurement-services-division> and can be reviewed or downloaded.

SECTION 100 DEFINITIONS AND TERMS

Also see Procurement Rules 1-103 Terms Defined

Titles used in these specifications having a masculine gender, such as "workmen" and the pronouns "he" or "his", are for the sake of brevity and are intended to refer to persons of either sex.

The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not have any bearing on their interpretation.

When the Contract indicates that something "shall" be done, the action is required and is not discretionary.

Calendar Day	Each and every day shown on the calendar, beginning and ending at midnight.
Change Order	A written order issued to the Contractor by the City covering contingencies, extra work, increases or decreases in contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Change Order is the only method authorized for changing the Contract.
City	City of Colorado Springs, Colorado.
Contract Documents	Contract Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form or Bid Proposal, Addenda, the signed Agreement, surety bonds, insurance documents, the General and Special Provisions, the Plans, the Specifications, including all modifications thereof incorporated in any of the documents before execution of the agreement.
Contract	The executed written agreement between the City and the Contractor setting forth the obligations of the parties for the performance of the work and the basis of payment. The Contract includes the Contract Documents, Notice to Proceed, and executed Change Orders, all of which constitute one instrument.
Contractor	The person, persons, firm, or corporation to whom a contract is awarded by the City and who is subject to the terms of said contract. Contractor shall include the agents, employees, workmen, subcontractors and any assignees of said contract.

CITY OF COLORADO SPRINGS

Due Date and Time	The scheduled date and time for the receipt of bids, and opening thereof.
Engineer	The City Engineer of Colorado Springs or, their designated representative.
Notice	<p>Any written notice served pursuant to the terms of the contract. Notice shall be deemed to have been duly served if delivered in person or by registered mail to:</p> <p>Pre-award The Contracting Specialist listed in the Invitation for Bid, City of Colorado Springs, Procurement and Contracts, 30 South Nevada Ave., Room 201, Colorado Springs, CO 80903.</p> <p>Post award The Project Manager listed in the Invitation for Bid, City of Colorado Springs, City Engineering, 30 South Nevada Ave., Room 403, Colorado Springs, CO 80903.</p> <p>Notice to the Contractor will be to the Chief representative of the Contractor at the site of the project in person; or by registered mail to the place stated in the papers prepared by the Contractor to accompany their proposal as the address of their permanent place of business; or as to the Surety on the performance bond by registered mail to the Surety at the home office of such surety.</p>
Plans	The drawings, or reproductions, provided by the City which show the location, character, dimensions, and details of the work to be done.
Project Engineer/Manager	The individual representing the City responsible for managing and oversight of the Contract.
Project	The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract.
Proposal Form or Bid Proposal	The contract document prepared by the City upon which the bidder shall submit their bid.
Subcontractor	A person, firm, or corporation, other than the Contractor, supplying labor or materials, or both, or equipment furnished at the site of the project under an Agreement with the Contractor.
Surety	The person, firm, or corporation that has executed as surety the Contractor's Bid, Performance, Payment and Maintenance Bonds.

SECTION 101 PROSPECTIVE BIDDERS

101.00 PROCUREMENT RULES AND REGULATIONS

All formal Invitation for Bids (IFB) and/or Request for Proposals (RFP) advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Contracts web-site <https://coloradosprings.gov/business/doing-business/contracting-rfps/procurement-rules-and-regulations>

The bidder shall follow the prequalification and bidding procedures contained in the City's Procurement Rules and Regulations.

101.01 ADVERTISEMENT FOR BIDS

All bids estimated to exceed \$199,999.00 will be formally advertised under normal conditions. Formal bids will be advertised and posted on the City's web-site.

All interested bidders may register via the Rocky Mountain E Purchasing web-site to receive notification of bids posted on the web-site. This registration allows bidders to be automatically notified when a formal solicitation is advertised for the service or commodity they registered to provide.

101.02 INVITATION FOR BIDS - CONTENT

The Invitation for Bids shall include the following: (a) Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, the address of the office to which bids are to be delivered; (b) The project description, basis of award, delivery or performance schedule and inspection and acceptance requirements; (c) The contract terms and conditions, including warranty and bonding or security requirements as applicable.

Project specific requirements, terms and conditions, etc. for each solicitation will reflect the contractual requirements for that particular Invitation for Bid or Request for Proposal. These types of requirements will be specified in Instructions to Bidders, Terms and Conditions, General Provisions, and Specifications.

101.03 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

Except as otherwise provided in this subsection and the method of measurement for individual items, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals. Payment to the Contractor will be made in accordance with the following procedures:

- (a) Measurement required. When the Contract requires measurement of work performed or material furnished, payment will be made for actual quantities measured and accepted.
- (b) Measurement Not Required. When the Contract does not require quantities of work performed or materials furnished to be measured, payment will be made for the quantities appearing in the Contract.

The estimated quantities of work to be performed and materials to be furnished may be increased, decreased or omitted.

101.04 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City to all holders of proposal forms. Certain individuals are named in the project specifications that have authority to provide information, clarification or interpretation to bidders prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for bidding purposes.

101.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.

The bidder is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that the bidder has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

Boring logs and other records of subsurface investigations, if they exist, are available for inspection by bidders. These logs and records are made available so that all bidders have access to identical subsurface information that is available to the City, and is not intended as a substitute for personal investigation, interpretation and judgment of the bidders.

The City does not warrant the adequacy of boring logs and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. If bidders use this information in preparing a proposal, it is used at their own risk, and bidders are responsible for all conclusions, deductions, and inferences drawn from such information.

Bidders may conduct subsurface investigations at the project site at bidder's expense; the City will afford them this opportunity prior to public opening of proposals.

If a bidder discovers an apparent error or omission in the proposal form, estimated quantities, plan, or specifications, the bidder shall immediately notify the Contracting Specialist to enable the City to make any necessary revisions. The City may consider it to be detrimental to the City for a bidder to submit an obviously unbalanced unit bid price.

101.06 COMBINATION OR CONDITIONAL PROPOSALS

If proposal forms are issued for projects in combination and separately, the bidder may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

101.07 ANTI-COLLUSION AFFIDAVIT

The bidder/offeror by signing their proposal (bid) submitted to the City is certifying that the bidder has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the bidder. The original of the signed anti-collusion affidavit shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

101.08 MATERIAL GUARANTY

The successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of materials used in the construction of the work together with samples, which will be tested for conformance with Contract requirements.

101.09 EQUAL OPPORTUNITY

The City Contracts Office shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete.

SECTION 102 CONTRACT DOCUMENT INTERPRETATION**102.00 INTENT OF CONTRACT DOCUMENTS**

The sections of the contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work. If the Contract Documents should be contradictory in any part, the order of precedence shall be as described in subsection 102.03.

Any work shown on the Plans and not covered in the Specifications, or included in the Specifications and not shown on the Plans, shall be executed by the Contractor as though shown both on the Plans and included in the Specifications.

If the Contractor, in the course of the work, finds any discrepancy between the Plans and the physical layout, or any errors or omissions in Plans or layout, he shall immediately so inform the Engineer and the Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing the same shall be done at the Contractor's risk.

Any incidental and/or appurtenant items not specifically called for in the Plans and Specifications, but which are necessary to complete the work in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the Owner.

In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.

102.01 SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS

Special Provisions or Special Specifications may be written to expand upon, modify or cancel these general provisions or the standard specifications.

102.02 ORDER OF PRECEDENCE

Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order:

- (a) Terms and Conditions
- (b) Proposal Requirements
- (c) Contract Form
- (d) Provisions
 - 1. Special Provisions
 - 2. General Provisions
- (e) Plans
 - 1. Detailed Plans
 - 2. Standard Drawings

Calculated dimensions will govern over scaled dimensions.
- (f) Special Specifications
- (g) Standard Specifications

102.03 STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or

supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

102.04 "OR EQUAL" CLAUSE

Whenever in any section of the contract documents, any article, material, or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal" if not inserted, shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design, and efficiency, subject to review and approval by the Engineer. The Engineer may require that proposed equals be submitted for review and approval.

102.05 TIME OF ESSENCE

In as much as the Contract concerns a needed improvement, the provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified in the Notice to Proceed and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

102.06 PARTIAL WAIVER OR WAIVER BY ACQUIESCENCE

Partial waiver or waiver by acquiescence of any of the general or special provisions of this contract shall not constitute waiver of any of the other provisions contained in the Contract Documents.

SECTION 103 COMPLIANCE WITH LAWS

103.00 LAWS AND REGULATIONS

This contract is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction shall exclusively be in the District Court for El Paso County. The Contractor shall insure that the Contractor and the Contractor's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

103.01 PUBLIC IMPROVEMENT ASSESSMENT

If the cost of the improvement to be constructed under the contract is to be assessed upon the owners of land benefited by such improvement, upon complaint of any such landowner that the improvement is not being constructed in accordance with the contract, the City Council may consider the complaint and make such order in the premises as shall be just to ensure compliance with the contract.

103.02 ALL LEGAL PROVISIONS INCLUDED

It is the intention and agreement of the parties to this contract that all legal provisions of law required to be inserted, shall be and are inserted. However, if by mistake or otherwise, some such provision is not inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party.

103.03 SEVERABILITY

If any provisions of this contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other provisions of this contract.

103.04 FOREIGN ENTITY

All bidders/offerors shall comply with State Statute 7-90-801, Authority to transact business or conduct activities required, and 7-90-802 Consequences of transacting business or conducting activities without authority.

103.05 LICENSES AND PERMITS

It shall be the responsibility of the successful bidder to obtain, at his expense, all necessary licenses and permits to do the project, in accordance with applicable Federal, State and local laws, regulations and ordinances. Typical permits and fees include, but are not limited to, Excavation/Boring Permits, Concrete Construction Permits, Fugitive Dust Permits, Regional Building Permits, Pavement Degradation fees, as well as Traffic Control and Barricade Plans to be approved by the City Traffic Division for all work within public rights-of-way and easements i.e. (curb and gutter, sidewalks, pedestrian ramps and cross pans).

103.06 EMPLOYMENT OF ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes:

The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or Enter into a contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this contract. In The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 et seq, the City may terminate this Contract for breach of contract. If this contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

SECTION 104 AWARD AND EXECUTION OF CONTRACT

104.00 AWARD

The contract shall be awarded to the lowest responsive and responsible bidder in the best interests of the City as specified in the Instructions to Bidders of the Invitation for Bids or Request for Proposals.

104.01 CONTRACT EXECUTED

A single original contract to include the Contractor's Performance, Labor and Material Payment and Maintenance Bonds will be executed and maintained in the official contract file located in the City Contracts office. The original copy of the contract maintained in the City Contracting file shall take precedence for purposes of interpretation or determining what the contract says. After all required signatures are obtained; photocopy counterparts (copies) will be made and distributed to:

- (a) Contractor
- (b) Project Manager/Engineer
- (c) City Finance Department
- (d) Inspector

Each Bond shall have an original Power of Attorney attached. The successful bidder shall provide compensation insurance and public liability and property damage insurance as outlined in the contract. The costs of executing the bonds, contract and insurance, including all notaries fees and expense, are to be paid by the Contractor to whom the contract is awarded.

104.02 VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

104.03 CONTRACT SECURITY

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the form attached hereto in an amount not less than the full amount of the contract price as security for the faithful performance of the contract, for the payment of all persons performing labor and furnishing material in connection with the work, and for all guarantees of materials and workmanship required in the Contract. If at any time during the continuance of the contract a surety on the Contractor's bond or bonds becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Any additional surety bonds shall cover the entire original contract amount and any increases thereto.

104.04 BOND FORMS

Bonds shall be furnished on forms prepared by the City. Copies of the City's Bond Forms will be included in the Exhibits Section of the Invitation for Bids.

104.05 INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this contract, except as otherwise stated within the contract terms. The Contractor understands and agrees that the contractor and the contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this contract, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

SECTION 105 THE CONTRACT: FOLLOWING EXECUTION**105.00 MATERIALS**

Unless otherwise stipulated in the contract, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

105.01 SCHEDULE

The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work to ensure timely completion of the work as called for in the Contract Documents. The Contractor shall prepare a Project Schedule that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The Schedule shall include all activities, including those of subcontractors, Contractor's engineers and surveyors, and suppliers. Seasonal and weather constraints, utility coordination, railroad restrictions, right of way restrictions, traffic constraints, environmental constraints, other project interfaces, expected job learning curves and other constraints shall be considered when preparing the Project Schedule, including any phasing or sequencing of the work specified in the Contract Documents. Days scheduled as no work days shall be indicated. The Schedule shall consist of a Methods Statement as defined in part A. below and a progress schedule consisting of (1) a Critical Path Method (CPM) schedule as defined in part B. below, or (2) a Bar Chart schedule as defined in part C. below. A CPM Schedule shall be required if the contract exceeds \$250,000 or if the construction period exceeds 150 calendar days, unless the Contract Documents stipulate otherwise. The CPM Schedule shall utilize Primavera's Suretrak Project Manager software or be capable of being read and manipulated by Suretrak Project Manager software. The Schedule shall show all work completed within the contract time.

The Contractor shall submit two copies of all required schedule information as described below. Schedules, schedule updates, diagrams and reports using CPM shall also be submitted electronically in the appropriate software format. All schedules, diagrams, and reports shall include a title, project number, date of preparation, and the name of the Contractor.

The Bar Chart or Critical Path Method 90-day schedule shall be submitted at least 10 working days prior to the start of the work. The Project Engineer's review of the Schedule will not exceed 5 working days. Work shall not begin until the Schedule is accepted in writing, unless otherwise approved by the Project Engineer.

- (a) Methods Statement. A Methods Statement shall be prepared for the prominent features listed in the Contract Documents, and for any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion. The Methods Statement shall be a detailed narrative describing each feature and all work necessary to complete the feature. The Methods Statement shall be submitted with the Contractor's schedule. The following format is required:
 1. Feature: Name of the feature;
 2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
 3. Procedures: Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed by the Contractor due to seasonal or project phasing requirements, such differing procedures shall be described in the procedure statement;
 4. Production Rates: The planned quantity of work per day for each feature;
 5. Labor Force: The labor force planned to do the work;
 6. Equipment: The number, types, and capacities of equipment planned to do the work;

7. Work Times: The planned time for the work to include:
 - (a) number of work days per week
 - (b) number of shifts per day
 - (c) number of hours per shift

At the Project Engineer's request, the Contractor shall update the Methods Statement, or any part thereof, and submit it with the Job Progress Narrative Report or Schedule Update, whichever is earlier.

- (b) Critical Path Method. CPM is a scheduling method which shows the interdependencies between work activities. The critical path is that path through the schedule which, if delayed, will cause a delay to project completion.

The progress schedule shall include as a minimum the prominent features of this project as listed in the Contract Documents. The progress schedule shall include all activities for all work on the project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the project has specific phases, each phase shall be described separately for each applicable prominent feature.

Construction activity duration shall not exceed 15 calendar days unless approved by the Project Engineer. Series of activities that have aggregate durations of five calendar days or less may be grouped in a single activity. For example, "form, reinforce, and pour pier" could be defined as a single activity rather than three. Single activities or a series of grouped activities of at least 1 calendar day duration may also need to be included in the Project Schedule as determined by the Project Engineer (e.g. same activities but noted separately by location).

Time Scaled Logic Diagram: This diagram shall show the logical progression of all activities required to complete the work defined in the Contract Documents. Activity information shall include activity ID, description, duration, early start and finish dates, late start and finish dates, total float, and responsibility.

1. 90-Day Schedule. The 90-day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of contract time. This submittal shall include a Time Scaled Logic Diagram.
2. Project Schedule. The Project Schedule submittal shall consist of a Time Scaled Logic Diagram and Schedule Report. It shall be prepared in full and submitted to the Project Engineer within 45 calendar days after the Project Engineer's acceptance of the 90-day Schedule. The Project Engineer's review of the Project Schedule will not exceed one week. Revisions required as a result of the Project Engineer's review shall be submitted within one week. Work shall not continue beyond the initial 90 days until the Project Schedule is accepted in writing, unless otherwise approved by the Project Engineer.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date.

The Schedule Report shall tabulate for each activity the activity ID, description, duration, earliest start and finish date, latest start and finish date, total float time, and responsibility. Other reports and scheduling documentation may be requested by the Project Engineer

3. Schedule Updates. The Contractor shall update the 90-day Schedule or the Project Schedule to reflect actual construction progress of all work activities on the project.

Updates shall show the previous 30 days progress and a 60-day projection for all work started, completed, or in progress during this three month window.

The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Engineer before the payment of the progress pay estimate is approved.

Each of the diagrams, charts, and reports shall comply with the requirements for the Project Schedule above, except that they shall also include the actual completion dates and percentages of completion for the appropriate activities.

- (c) Bar Chart. The Bar Chart shall be time scaled and shall show the following:
1. The prominent features, as listed in the Contract Documents.
 2. Any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion.
 3. The number of days required to complete each feature and its relationship in time to other features.
 4. Sufficient space for each feature to permit two additional plots parallel to the original time span plot.
 5. The anticipated delivery dates for equipment or materials in any feature that could affect timely completion of the project.
 6. Critical completion dates for any activity within any feature that could affect timely completion of the project.
 7. Connecting lines between features that show the intended progression of activities.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date. The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Engineer before the payment of the progress pay estimate is approved. The Contractor shall provide a copy of the original bar chart showing, for each feature, the days actually worked and the anticipated days required to complete.

- (d) Project Coordination. The Contractor shall be responsible to coordinate and schedule their work to include utility work anticipated. Various City and private utility agencies may be working to install and/or inspect their utilities within the project area. Reasonable delays should be expected for utility lowering, relocations and placement. These delays shall not be reason for granting any monetary change or performance time alteration to the contract. As a minimum, the Contractor's Project Schedule shall reflect coordination with the following:
1. City of Colorado Springs City Engineering Division
 2. City of Colorado Springs Traffic Engineering Division
 3. Colorado Springs Utilities (water, wastewater, gas, electric)
 4. City of Colorado Springs Parks, Recreation and Cultural Services Department
 5. Private Utility and Telecommunication Companies
- (e) Contractor Early Finish or Voluntary Acceleration. Early finish or voluntary acceleration of the schedule by the Contractor is acceptable provided:
1. At the time the Contractor submits the Project Schedule indicating an early finish or voluntary acceleration, the City is notified in writing of actions on the City's part necessary to accommodate the change(s).
 2. The City agrees to such change(s) in writing.
 3. The City is compensated by the Contractor for any inconvenience or expense associated with the change(s).
 4. There is no increased Contract cost.

A Job Progress Narrative Report shall be submitted bi-weekly as a minimum and with all Schedule updates. It shall detail the description of job progress, problem areas, current and anticipated delaying factors and their anticipated effects, impacts to job milestones or project completion, any corrective action proposed or taken, and any minor revisions to the Schedule. If the Job Progress Narrative Report indicates problem areas and impacts to job milestones or project completion, a revised Schedule Update shall also be submitted as specified below.

Revision of the Schedule may be required, as determined by the Project Engineer, for: a major revision in the schedule logic or methods of construction; the addition, deletion, or revision of activities required by contract modification; delays in milestones or the completion of the project; or for prosecution of work that revises the phasing or staging which is represented on the plans or on the progress schedule. If in the opinion of the Project Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve project progress, including those steps that may be required by the Project Engineer, without additional costs to the City. In those circumstances where the Contractor is behind schedule, the City may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit such changes and revisions to the schedule to the Project Engineer for approval that will demonstrate how the approved rate of required progress will be regained. Failure of the Contractor to comply with the requirements of the Project Engineer under this subsection shall be grounds for a determination by the City that the Contractor is not prosecuting the work with sufficient diligence to ensure timely completion of the contract as required.

If it is determined that a revision to the Schedule is required, it shall be provided to the Project Engineer for review within 15 calendar days of written notification. The Project Engineer's review of the revised schedule will not exceed 5 working days. Revisions required as a result of the Project Engineer's review shall be submitted within 5 working days. When accepted by the Project Engineer in writing, the revised schedule shall become the Project Schedule.

The Contractor shall participate in the Project Engineer's review and evaluation of the submittals. Meetings will be held to review progress and planning when requested by the Project Engineer or Contractor. The Project Engineer may request additional project scheduling information and documentation as deemed necessary, including reports and other information that may be reasonably generated using CPM software if required by the contract.

The Contractor shall prosecute the work according to the Schedule. The Contractor shall be responsible for assuring that its subcontractors, suppliers, and engineers/surveyors, at any tier, also prosecute the work according to the Schedule. The City shall be entitled to rely on the Contractor's Schedule for planning and coordination.

Acceptance of the Contractor's Schedule by the Project Engineer is not to be construed as relieving the Contractor of obligation to complete the contract work within the contract time allowed for the portion of the work or the entire Contract, or granting, rejecting or in any other way acting on the Contractor's request for extension of contract time, or claims for additional compensation.

All costs relating to preparation, submittal, and acceptance of the Schedule, reports and revisions, and all requirements of this subsection will not be paid for separately, but shall be included in the work.

Failure of the Contractor to comply with the requirements of this subsection shall be grounds for a determination by the Project Engineer that no further progress payments are to be made until the Contractor is in full compliance.

105.02 SCHEDULE OF VALUES

Promptly following the execution of the contract documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit and overhead of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown, when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

For contracts bid on a unit price basis, payment shall be made based on the actual number of units installed or performed that are complete, however, payment shall not exceed the total contract amount unless previously approved by Change Order.

105.03 SURVEYS

Unless otherwise specified in the Contract documents, the City will furnish all site surveys, easements, pipeline licenses, etc., necessary to authorize construction of any permanent works required in the Contract, where such work is to be done on property other than the City's.

The project limits of construction shall be within the public right-of-way and/or easements. The Contractor shall not trespass on premises outside of the limits of construction for this project, unless permission to do so is granted by the property owner in writing. Copies of any such grant shall be furnished to the City prior to the performance of any work outside the limits of construction.

105.04 TAXATION

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified in the as specified in the Instructions to Bidders of the Invitation for Bids or Request for Proposals.

105.05 ASSIGNMENT OF CONTRACT

No assignment or transfer by the Contractor of this contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

105.06 SUBCONTRACTS

The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to 30 percent or more of the original total cost of bid items. Any items designated in the contract as "specialty items" may be performed by subcontract. The cost of "specialty items" so performed by subcontract may be deducted from the original total cost of bid items before computing the amount of work required to be performed by the Contractor's own organization.

The calculation of the percentage of subcontracted work shall be based on the prime contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial contract item will be verified by the Engineer. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the

prime contractor subcontract. However, when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

The Contractor shall as soon as practical after signing the contract, notify the Project Engineer/Manager in writing, giving the names and qualifications of all subcontractors proposed for work within fifteen (15) business days of notice of award. The City shall have the right to reject subcontractors who are debarred or suspended from doing business with the City of Colorado Springs. The Contractor shall notify the Engineer of each subcontract he awards, giving:

- (a) Name, address, and telephone number of the subcontractor
- (b) Branch of work covered
- (c) Total price of subcontract
- (d) Date of subcontract

It shall be the responsibility of the Prime Contractor to file with the Engineer copies of applicable permits and licenses required to do the subcontracted work. Subcontracts, or transfer of Contract shall not release the Contractor of liability under the Contract and bonds.

105.07 OTHER CONTRACTS

The City may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with City employees and shall carefully adapt their scheduling and performance of the work to accommodate the additional work, heeding any direction that may be directed by the Project Engineer/Manager. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

SECTION 106 CONSTRUCTION SITE

106.00 LANDS TO BE USED FOR WORK

The Contractor shall confine the work activities to the area shown in the construction drawings. The Engineer will furnish the contractor with copies of all executed ROW and easement documents for the project. The established work zone shall be marked and secured with orange safety fence. Any additional work area required within adjoining private properties must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall hold the City harmless from any claims to damage or disruption of private property.

Contractor shall provide at their expense and without liability to the City any additional land and access thereto that may be required for temporary construction facilities or for storage of materials. All such costs will be considered incidental to the work and included in the bid by the Contractor. Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Engineer with a copy of the written permission. The City will be held harmless of Contractor negligence in matters of trespassing.

106.01 STORAGE OF MATERIALS

The Contractor shall confine their equipment, apparatus, the storage of materials and operations of Contractor's workmen to limits indicated by law, ordinances, permits, or directions of the City and shall not encumber the project site with materials or equipment not necessary for the project.

106.02 LOADING OF STRUCTURES

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger the structure's safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.

106.03 SANITARY PROVISIONS

The Contractor shall provide and maintain on the construction site at all times suitable sanitary facilities for use of those employed on this contract without committing any public nuisance. All toilet facilities shall be subject to the approval of the El Paso County Health Department. All portable toilet facilities for this project shall be kept on City or State right-of-way as directed by the Engineer.

106.04 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all Federal, State and Municipal laws and any other codes relating to the public safety, shall be strictly observed, and the contractor shall, at all times, whether or not so specifically directed by the Engineer, take the necessary precautions to ensure the protection of the public.

Piling, sheeting and shoring shall be utilized where required to prevent any excessive widening or sloughing of the trench which may be detrimental to human safety, traffic flow, the pipe being placed, trees, or to any existing structure.

Excavated materials shall be placed a safe distance from the sides of the trench. Heavy equipment shall not be used or placed near the sides of the trench unless the trench is adequately braced. If the Engineer or any City Safety Officer or their designated representatives become aware of failure to comply with applicable safety regulations, the Engineer or City Safety Officer or their designated representatives may inform the contractor who shall take immediate steps to remedy the noncompliance. The Engineer or City Safety Officer or their designated representatives shall give written notification to the contractor directing them to correct the unsafe acts or conditions. If the contractor fails to comply with such a notification, the Engineer or City Safety Officer or their designated representatives may issue a "stop work" order in accordance with Section 108.06 of the General Provisions of this contract, and work shall only be resumed after adequate corrective actions have been taken to comply with the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be subject to claim for changed condition or changes in work, nor for extension of completion time.

106.05 PROTECTION OF THE PUBLIC WORKS AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for the protection of the public. The contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City resulting from lack of reasonable protective precautions except such as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall check all cautionary signs at least once a day during this contract.

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising in connection with this contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted by their operations, and shall pay any judgments awarded to cover such damage.

The Contractor shall be responsible for the restoration of all existing surface or subsurface improvements damaged as a result of construction at no additional cost to the City.

106.06 PUBLIC ROADS

The Contractor in executing the work on this project shall not unnecessarily impede or interfere with traffic on public highways or streets. Detours, including surfacing, guard rails, temporary bridges and culverts, as may be shown on the drawings, or ordered by the Engineer to accommodate the general public, residents adjacent to the improvements, and the United States mail shall be provided and maintained by the Contractor in a good workmanlike manner. Any call out of City Barricade Crews shall be charged to and paid for by the Contractor.

All work done within the public right-of-way and/or easements requires an approved Traffic Control Plan by the City Traffic Engineering Division.

The Contractor shall provide and maintain in place all barricades, warning signs, lights and other safety devices required to protect the work, divert traffic, and warn pedestrians of open excavation, unfilled trenches, and other areas or conditions which might be hazardous or dangerous during the daylight or dark. Detour routings must first be submitted to the Traffic Engineer for review and approval and shall be signed for the entire route of the detour as required to return the traffic to their street or origination. Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow

All signing and barricading shall conform to the latest editions of the following:

- (a) Manual of Uniform Traffic Control Devices for Street and Highways (MUTCD)
- (b) City of Colorado Springs Traffic Signage and Markings Manual
- (c) City of Colorado Springs Construction Traffic Control Manual

The Traffic Engineer may require flag persons or off-duty police officers for traffic direction. Any call out of the City Barricade crews shall be charged to the Contractor.

106.07 PROTECTION OF EXISTING CURBS, GUTTERS AND DRIVEWAYS

The Contractor shall exercise care in protecting existing curbs, gutters and driveways. Curbs, gutters and driveways damaged by the Contractor's operations shall be removed and replaced by the Contractor at Contractor's expense.

106.08 PROTECTING AND REMOVING PLANTINGS

The Contractor shall protect all existing trees, shrubs and other plantings from above ground and root structure damage during the construction activities. Plantings which are considered to be slightly damaged shall be properly pruned and sealed according to accepted nursery practices. Unnecessary damage to plants or trees will subject the Contractor to cash penalties as determined by the Engineer. Where plantings are in conflict with new work, as determined by the City Forester (plantings in the public right-of-way) or by the inspector or owner (plantings on private property), the Contractor shall at his expense remove the planting. The Contractor shall coordinate with the City Forester prior to working in the vicinity of plantings in the public right of way.

In all cases, the proper planting season shall be observed to assure proper establishment and growth of the plantings.

Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Work shall be done only by a licensed Tree Service.

106.09 PUBLIC CONVENIENCE AND SAFETY

The contractor shall conduct the work to minimize obstruction to traffic and inconvenience to property owners within the project area. The Contractor shall be responsible for notifying the Property Owners at least 48 hours in advance of any construction that may affect access, parking and/or existing structures, including fences, adjacent to that property. Suitable access and parking will be maintained at all times. Relocating of fences and structures shall be coordinated with

owners and shall include miscellaneous items including, but not limited to, temporary fence, sod replacement, sprinkler system modifications, railroad tie walls, etc. If no bid items are included in the contract, these items will be considered incidental to the work and are to be included in the unit prices.

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to property owners and to the traveling and pedestrian public.

106.10 COORDINATION WITH PROPERTY OWNERS

The Contractor shall be responsible for notifying the Property Owners at least 48 hours in advance of any construction that may affect access, parking and/or existing structures, including fences adjacent to that property. Suitable access and parking will be maintained at all times. Relocating of fences and structures shall be coordinated with owners and shall include miscellaneous items including, but not limited to, temporary fence, sod replacement, sprinkler system modifications, railroad tie walls, etc. These items are considered to be incidental to the work and are to be included in the unit prices.

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. Access may be limited to half the existing driveway width for limited periods during concrete driveway and street construction. An additional verbal notice shall be provided to each business 30 minutes prior to the actual access drive closure.

Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to the traveling and pedestrian public.

106.11 FAILURE TO MAINTAIN SAFE SITE

In case of injury to persons or property by reason of failure to erect and to maintain necessary barricades, safeguards, and signals, or by reason of any act of negligence of the Contractor, or Contractor's subcontractors, agents, or employees, during the performance of this contract, the City may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the City on account of any such injuries, but the City's payment or failure to pay any sum shall not be considered as a waiver of its right under the indemnity provision of this contract.

106.12 EROSION AND DRAINAGE CONTROL

Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work per the latest revision of the City of Colorado Springs Drainage Criteria Manual, Volume II. Drainage facilities shall be adequate to prevent damage to the work, the site and adjacent property.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. He shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

Should the affected areas of the project exceed 1 acre a Stormwater Discharge Permit shall be required. Affected area includes excavations, material stockpiles and areas where equipment and vehicles disturb the ground. An exact definition should be obtained from the CDPHE.

106.13 POLLUTION

The Contractor shall at all times ensure compliance with applicable Federal, State, and Municipal air, water, and noise pollution laws and ordinances. The Contractor shall at all times have the proper sprinkling equipment available and shall apply water in the amount determined by each site condition or as directed by the Engineer. The Contractor shall obtain all necessary permits at Contractor's expense, which may include, but not be limited to, El Paso County or a State Air Emission permit, State of Colorado Construction Activity permit, State of Colorado Dewatering permit and Section 404 Corp of Engineers permit, unless otherwise specified in the Invitation for Bids.

106.14 TEMPORARY CONSTRUCTION

All temporary facilities, including the Contractor's field office which they may maintain at the site, and additional offices erected by subcontractors, shall be neatly constructed and arranged on the site in an orderly manner. The Contractor shall prepare and submit to the Engineer, for approval prior to starting work, a construction plan layout, showing arrangement of storage areas, temporary buildings, equipment, and work areas. The Contractor shall provide suitable weather-tight storage sheds of capacity required to contain all materials which might be damaged by storage in the open. The Contractor shall at all times keep copies of all contract documents readily accessible at their office at the site.

106.15 TEMPORARY WATER SUPPLY

The Contractor shall provide at Contractor's own expense temporary water connections and water supply necessary for the prosecution of the work and permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering. The Contractor shall pay for all water consumed in the work, and shall arrange with municipal authorities for temporary connections and payment of service charges. (Use most current Code of the City of Colorado Springs). Upon completion of the contract work, all temporary waterlines shall be removed.

106.16 TEMPORARY ELECTRIC LIGHT AND POWER

The Contractor shall arrange with the City Utility Departments for temporary electric light and power necessary for the prosecution of the work. The Contractor shall pay for all electric current consumed, and shall permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering.

106.17 TEMPORARY HEAT

The Contractor shall provide adequate, temporary heat required during construction. Until the building or work area is enclosed, heavy tarpaulin shall be used to enclose any space requiring heating or protection from weather during construction operations. After the heating plant is in operating condition and the building is enclosed, heat may be provided from the permanent heating plant if such is approved by the Engineer. In such case, the Contractor shall arrange to operate the plant, connect permanent or temporary radiation or unit heaters, and so maintain the plant during operation that it will be turned over to the City undamaged at the completion of the work. The Contractor shall provide all fuel required. In no case shall salamander heating be used in finished or plastered surfaces; instead, gas-steam radiators, unit heaters, or other suitable and approved means shall be used if the permanent heating plant is not available.

106.18 TEMPORARY ENCLOSURES

The Contractor shall provide and maintain temporary enclosures for the work as may be required to permit continuation of interior work during inclement weather, if wall and roof construction has progressed sufficiently to make interior work possible.

106.19 CLEAN-UP

The Contractor shall at all times keep the work area including storage and staging areas, free from accumulations of waste materials. The Contractor is also responsible for any costs associated with cleanup of debris from the work site or storage areas that may inadvertently be scattered outside the area by weather or vandalism. Upon completion of the work, the Contractor shall leave the work area in a clean neat and orderly condition satisfactory to the Project Engineer/Manager.

SECTION 107 INSURANCE AND INDEMNITY**107.00 CONTRACTOR'S INSURANCE**

For the duration of the Contract, Contractor shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and in the limits as set forth below, on all operations, in companies authorized to do business in the State of Colorado and rated by A.M. Best's Rating as A:VIII or better, or in companies acceptable to City of Colorado Springs, as follows:

(a) Workers' Compensation and Employer's Liability Insurance.

Workers' Compensation insurance shall be provided as required by an applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than \$500,000 each accident for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. The contractor shall require each subcontractor similarly to maintain Workers' Compensation and Employer Liability insurance. The Employer's liability limits for professional services contracts are \$100K/\$100K/\$500K.

(b) General Liability Insurance.

Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (2) premises and operations liability;
- (3) products liability
- (4) completed operations liability shall be provided for two years following substantial completion of the work;
- (5) contractual liability insuring the obligations assumed by Contractor in this agreement;
- (6) property in the care, custody and control of the contractor;
- (7) X.C.U. Coverage – If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards.
- (8) Personal/advertising injury liability; and
- (9) railroad liability within 50' of railroad, if working within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass or crossing.

Except with respect to bodily injury and property damage included within the products and completed operations, the aggregate limits, where applicable, shall apply separately to Contractor's work under this Contract.

The limits of liability shall not be less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for Personal Injury Liability
- \$2,000,000 Aggregate for Products-Completed Operation

- \$2,000,000 General Aggregate

(c) Automobile Liability Insurance.

The Contractor shall carry Automobile Liability Insurance (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit for each accident. Contractor's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.

(d) Professional Liability.

If the agreement requires any work for professional services, contractor, must carry Professional Liability insurance including errors and omission coverage in an amount not less than \$1,000,000 per occurrence or claims made and aggregate.

(e) Pollution Liability.

In the event the Services involve any excavation, subsurface, underground, or dewatering work, contractor must carry at all times during the term of this Agreement, and for twenty-four (24) months following termination of this Agreement, a Pollution Liability policy with limits not less than \$5,000,000 per loss (or claims made) and not less than \$5,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

(f) Umbrella/Excess Liability.

- (1) In the event the value of this Agreement is \$50,000 or more, contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$1,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages."
- (2) In the event the value of this Agreement exceeds \$50,000, contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$5,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages." Subcontractors shall be required to maintain umbrella/excess liability insurance limits of at least \$1,000,000.

(g) Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be declared to the City. Any and all deductibles or self-insurance retentions in the foregoing insurance policies shall be assumed by and be for the account of, and at the sole risk of the contractor and its subcontractors.

Contractor shall verify its subcontractors' compliance with the requirements of sections (a) through (g), and cause their certificates of insurance to be provided to contractor, and upon request, to be made available to utilities.

On all policies except for Workers' Compensation and Employer's Liability, and Professional Liability, the certificates shall also contain a specific endorsement adding the City as additional insured's, as well as specifically stating that all coverage furnished by contractor is primary, and that any insurance held by the City is excess and non-contributory. Certificates of insurance shall be furnished by contractor to the City before any Services are commenced hereunder by contractor. The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the City except for 10 days' notice with respect to non-payment of premium. If Contractor does not comply with this section, the City may, in addition to any other remedies it may have, terminate this Agreement,

subject to any provision of this Agreement. Alternatively, the City may, at its option, provide insurance coverage to protect the City and charge contractor for the cost of that insurance. The required insurance shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall not limit or relieve the contractor of the duties and responsibilities assumed by it under this Agreement.

The insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this agreement, including but not limited to the provisions concerning indemnification.

The City reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

107.01 BUILDER'S RISK INSURANCE.

The Contractor shall purchase and maintain Builder's Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.

(a) Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

(b) If City purchases Builder's Risk Insurance, the insurance will not include coverage for tools or clothing of workers, or tools, equipment, protective fencing, scaffolding, temporary structure, bracing, or forms owned, rented, or used by the Contractor, its subcontractors, or uninsured parties and used in the performance of the work, unless such items are specifically identified in the contract and their values declared under the builder's risk insurance policy.

(c) The City, its Board of Directors, officers, agents, employees, and consultants rendering services at the project site will not be liable or responsible for loss or damage to the items excluded under the Builder's Risk coverage, and the Contractor shall indemnify and hold harmless the City, its Board of Directors, officers, agents, employees, its consultants rendering services at the project site, other project contractors, and their subcontractors from claims or causes of action brought by any person or parties as a result of loss or damage to such excluded items.

(d) The Builder's Risk policy will be endorsed waiving the carrier's rights of recovery under subrogation against the City, its Board of Directors, officers, agents, employees, and consultants rendering services at the project site and the Contractor.

(e) The Contractor shall be liable for a deductible not to exceed \$10,000.00 for each occurrence insured under the coverage.

The insurance coverage required within this entire subsection shall not minimize, limit, nor eliminate the Contractor's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of construction of this project.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this agreement, including but not limited to the provisions concerning indemnification.

The City reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

107.02 INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract due to the Contractor's errors, omissions or negligence.

107.03 THIRD PARTY LIABILITY

It is specifically agreed between the parties executing this contract that this contract is not intended by any of the provisions to create in the public or any member thereof any third party beneficiary rights whatsoever, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

107.04 RISK INSURANCE

Unless otherwise set forth in the Contract Documents, the City shall not maintain risk insurance on the project.

SECTION 108 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS

108.00 ROYALTIES AND PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the contract that the particular process, design, or product is patented or is believed to be patented.

108.01 PERMITS, LICENSES AND REGULATIONS

Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall be responsible for all water and wastewater tap fees and water and wastewater connection fees as set forth in the Code of the City of Colorado Springs, as amended. Projects that involve Building Permits and sprinkler systems will require water or wastewater connection fees or both.

Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work.

Prior to the start of construction, the Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Copies of the fully executed permits shall be furnished to the Engineer. It is the responsibility of the Contractor to be aware of the terms and conditions of all permits, and it is the Contractor's responsibility that the terms and conditions are satisfied, including but not limited to the requirements of subsections 103.05 and 106.12.

SECTION 109 WORK PROVISIONS AND RULES

109.00 COMMENCEMENT AND COMPLETION OF WORK

- (a) **Preconstruction Conference.** After issuance of Notice of Award, or as otherwise established by the City, a preconstruction conference shall be held for review of the construction schedule, Contractors written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the engineer a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.
- (c) The Contractor shall commence work within ten (10) calendar days after the date specified on the Notice to Proceed and complete the contract within the number of calendar days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days identified in the Proposal Form are calendar days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Engineer. All requests for extension of time by the Contractor shall be made in writing to the Engineer and shall set forth the reasons for such requests. The Engineer shall fix the period of extension, if any. The Engineer's decision shall be binding upon the parties hereto. Requests for extension of time received twenty (20) or more days after the occurrence of the delay will not be honored. No requests for extension of time shall be honored if submitted after the completion date.
- (e) If satisfactory execution and completion of the contract shall require work or materials in greater amounts or quantities other than those set forth in the contract, then the contract time shall be adjusted at the time of the execution of the Change Order. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

109.01 FAILURE TO COMPLETE WORK ON TIME, LIQUIDATED DAMAGES

If the Contractor fails to fully perform and complete the work in conformity to the provisions and conditions of the contract within the specified time limit set forth in the contract, including any extensions granted hereto, the Contractor shall pay to the City for each calendar day of delay until such time the contract is complete, liquidated damages at the applicable daily rate below. The amounts shown are considered to be liquidated damages to reimburse the City for the additional cost of construction engineering and contract administration services and in no case are considered a penalty.

Original Contract Amount	Amount of Liquidated Damages Per Day
Less than \$50,000	\$300.00

CITY OF COLORADO SPRINGS

\$50,000 to \$100,000	\$500.00
\$100,000 to \$500,000	\$700.00
\$500,000 to \$1,000,000	\$900.00
Over \$1,000,000	\$1500.00

109.02 WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing, or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to permission of the Engineer.

The granting of a time extension for inclement weather does not imply or guarantee that additional compensations for incidental and appurtenant work caused by such weather will be approved or authorized by the Engineer. The Contractor is instructed to include as part of the Contractor's total bid price the costs for such weather delays as can be reasonably anticipated. The Engineer will be the sole judge as to the reasonableness of delays for inclement weather.

109.03 EXCUSABLE DELAYS

The Contractor's right to proceed will not be terminated nor the Contractor charged with damages for delay in completing the work that arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- (a) Acts of God or of the public enemy,
- (b) Acts of the Government in either its sovereign or contractual capacity,
- (c) Acts of another Contractor in the performance of a contract with the Government,
- (d) Fires,
- (e) Floods,
- (f) Epidemics,
- (g) Quarantine restrictions,
- (h) Strikes,
- (i) Freight Embargos,
- (j) Unusually severe weather, or
- (k) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers.

109.04 COMPENSATION FOR COMPENSABLE DELAYS

If the Engineer determines that a delay is compensable in accordance with the Contract, monetary compensation will be determined in accordance with this subsection.

- (a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
 - 1. Actual wages and benefits, including FICA, paid for additional non-salaried labor;
 - 2. Costs for additional bond, insurance and tax;
 - 3. Increased costs for materials;
 - 4. Equipment costs calculated in accordance with the current edition of the Rental Rate Blue Book of Rental Rates for Construction Equipment for Contractor owned equipment and based on invoice costs for rented equipment;
 - 5. Costs of extended job site overhead;
 - 6. Subcontractor's claims (the same level of detail as specified herein is required for all subcontractors' claims)
 - 7. An additional 10 percent will be added to the total of items (1), (2), (3), (4), (5), and (6) as compensation for items for which no specific allowance is provided, including profit and home office overhead.
- (b) In adjustment for costs as allowed above, the City will have no liability for the following items of damages or expense:

1. Profit in excess of that provided in (a) above;
2. Loss of profit;
3. Additional cost of labor inefficiencies in excess of that provided in (a) above;
4. Home office overhead in excess of that provided in (a) above;
5. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency;
6. Indirect costs or expenses of any nature in excess of that provided in (a) above;
7. Attorneys fees, claim preparation fees, and expert fees.

All costs claimed must be documented and accompanied by a written certification from the Contractor.

109.05 EMERGENCY WORK

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, hereby permitted to act at Contractor's discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Engineer. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or in accordance with the Changes in Work Provision of this contract.

109.06 VALUE ENGINEERING CHANGE PROPOSALS BY THE CONTRACTOR

The Contractor is encouraged to develop and offer proposals for improved construction techniques, alternative materials and other innovations. Proposals must provide a project comparable to the City's original design either at lower cost, with improved quality, or both. Bid prices shall not be based on the anticipated approval of a Value Engineering Change Proposal (VECP). Proposals shall be submitted only by the successful bidder after contract award. If a VECP is rejected, the work shall be completed in accordance with the Contract at contract bid prices. The Contractor shall have no claim against the City for compensable or noncompensable delay to the Contract based on the failure to respond to the proposal.

The Contractor may submit either a full VECP or a preliminary Conceptual VECP, followed by a full proposal. The Engineer will provide timely review of all proposals and advise the Contractor whether the Proposal is complete or incomplete. When the proposal is complete, the Engineer will advise the Contractor of either the approval of the proposal or the reasons for rejection of the proposal.

Cost savings generated to the Contract as a result of VECPs offered by the Contractor and accepted by the Engineer shall be shared equally between the Contractor and the City.

If the Engineer determines that the time for response indicated in the submittal under item (c)5 below is insufficient for review, the Contractor will be promptly notified. Based on the additional time needed by the Engineer for review and the effect on the Contractor's schedule caused by the added time, the Engineer will evaluate the need for a non-compensable time adjustment to the Contract.

- (a) VECPs that will be considered are those that would produce savings to the City or provide improved project quality without impairing essential functions and characteristics of the facility. Essential functions include but are not limited to: service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
- (b) *Submittal of Conceptual Proposal.* For VECPs that require a significant amount of design or other development resources, the Contractor may submit an abbreviated Conceptual Proposal for preliminary evaluation. The Engineer will evaluate the information provided and advise the Contractor if any conditions or parameters of the Conceptual Proposal are found to be grounds for rejection. Preliminary review of a conceptual proposal reduces the

Contractor's risk of subsequent rejection but does not commit the City to eventual approval of the full VECP. The following information shall be submitted for each Conceptual Proposal.

1. A statement that the proposal is submitted as a Conceptual VECP.
2. A general description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on cost, service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A set of conceptual plans and a description of proposed changes to the Contract specifications.
4. An estimate of the anticipated cost savings or increase.
5. A statement specifying:
 - a. when a response to the conceptual proposal from the City is
 - b. required to avoid delays to the existing contract prosecution,
 - c. the amount of time necessary to develop the full Proposal,
 - d. the date by which a Contract Modification Order must be executed
 - e. to obtain maximum benefit from the Proposal, and
 - f. the Proposal's impact on time for completing the Contract.

(c) *Submittal of Full Value Engineering Change Proposal.* The following materials and information shall be submitted with each proposal.

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and construction details. The proposed plans and specifications shall be signed and sealed by the Contractor's engineer.
4. A complete analysis indicating the final estimated costs and quantities to be replaced by the Proposal compared to the new costs and quantities generated by the Proposal. All costs and proposed unit prices shall be documented by the Contractor.
5. A statement specifying the date by which a Contract Modification Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
6. A statement detailing the effect the Proposal will have on the time for completing the Contract.
7. A description of any previous use or testing of the proposed changes and the conditions and results. If the Proposal was previously submitted on another City project, the proposal shall indicate the date, Contract number, and the action taken by the City.
8. An estimate of any effects the VECP will have on other costs to the City.
9. A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the Proposal. A discount rate of four percent shall be used for life cycle calculations.
10. A statement specifying when a response from the Owner is required to avoid delays to the prosecution of the Contract.

(d) *Evaluation.* VECPs will be evaluated in accordance with the following:

1. The Engineer will determine if a Proposal qualifies for consideration and evaluation. The Engineer may reject any Proposal that requires excessive time or costs for review, evaluation, or investigations. The Engineer may reject proposals that are not consistent with the City's design policies and criteria for the project.
2. The Engineer will reject all or any portion of work performed under an approved VECP if unsatisfactory results are obtained. The Engineer will direct the removal of such rejected work and require construction to proceed under the original Contract requirements without reimbursement for work performed under the proposal, or for its removal.

3. VECPs, whether or not approved by the City, apply only to the ongoing Contracts referenced in the Proposal and become the property of the City. Proposals shall contain no restrictions imposed by the Contractor on their use or disclosure. The City has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. The City retains the right to utilize any accepted Proposal or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.
 4. If the City is already considering certain revisions to the Contract or has approved certain changes in the Contract for general use that are subsequently proposed in a VECP, the Engineer will reject the Proposal and may proceed to implement these changes without obligation to the Contractor.
 5. The Contractor shall have no claim against the City for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
 6. Proposals will be rejected if equivalent options are already provided in the Contract.
 7. Proposals that only reduce or eliminate contract pay items will be rejected.
 8. The savings generated by the Proposal must be sufficient to warrant a review and processing, as determined by the Engineer.
 9. A Proposal changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
 10. Additional information needed to evaluate Proposals shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the Proposal. Where design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.
- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by Contract Modification Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit bid items, new agreed unit price items, or both, as appropriate, under the Contract.
 2. The cost of the revised work as determined from the changes will be paid to the Contractor. The City will pay the Contractor 50 percent of the savings to the City upon completion of the value analysis work. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract bid prices.
 3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
 4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under the original contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

109.07 AUTHORITY OF THE ENGINEER

The Engineer will decide all questions regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work; all interpretation of the plans and specifications; and the acceptable fulfillment of the Contract. The Engineer will perform technical inspection of the work and shall have authority to reject all work and materials which do not conform to the Contract.

The Engineer has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or for the convenience of the City. The Project Engineer/Manager may order the Contractor, by giving fifteen (15) days written notice, to suspend, delay, or interrupt all or any portion of the work required by the Contract for a period of

up to 10 ten calendar days at no additional cost to the City. The Engineer may immediately stop the work when it is determined that the public's safety and welfare is in jeopardy.

The Engineer shall, within a reasonable time after their presentation to the Engineer, make decisions in writing on all claims submitted to the City by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Engineer's decisions shall be final.

109.08 DUTIES OF THE INSPECTOR

Inspectors employed by the City are authorized to inspect all work done and materials furnished. This inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Contract. The inspector is not authorized to issue instructions contrary to the provisions of the Contract or to act as foreman for the Contractor.

109.09 CONSTRUCTION OBSERVATION AND INSPECTION

The Engineer shall at all times have access to the work and the Contractor shall provide proper equipment, materials and labor as required for such access and inspection.

All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. The Engineer shall have the right to reject materials and workmanship, which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any material respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.

All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.

If the Engineer shall point out to the Contractor, Contractor's foreman, or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued.

The Contractor shall execute the work only in the presence of the Engineer or authorized representative, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or authorized representative shall in no way relieve the Contractor of the responsibility of this contract, or be any warrant for the furnishing of bad material or poor workmanship.

The observation of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such observation, however, shall not relieve the Contractor from any of Contractor's contract obligations.

109.10 CONTRACTOR COOPERATION

All work under this contract shall be performed in a skillful and professional manner. The Project Engineer/ Manager shall have the authority to notify the Contractor in writing, that the Contractor remove from the work site any employee the Project Engineer/Manager deems incompetent, careless, or otherwise objectionable to the general public or the City of Colorado Springs.

- (a) Discrepancies: If the Contractor, as the work progresses, finds any discrepancies between the Plans and physical conditions or any errors in the Plans or layout as given by the stakes or instructions, it shall be the Contractor's duty to inform the Engineer in writing and the Engineer shall address such discrepancy in a reasonable period of time. Any work done after such discovery until authorized will be done at the Contractor's risk.
- (b) Workmen, Methods and Equipment: Permission from the Engineer to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Engineer, or as to bind the Engineer to accept work which does not comply with the contract.

109.11 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the work is accepted by the Engineer as evidenced by the issuance of the Certificate of Completion, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof.

The Contractor shall be responsible for the preservation of all public and private property, trees, fences, monuments, and other property, along and adjacent to the improvements and shall use suitable precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, such property will be restored by the Contractor and at Contractor's expense to a condition similar, or equal to that existing before such damage or injury to the satisfaction of the City's Project Manager.

It shall be the responsibility of the Contractor, when moving or operating equipment, to make all arrangements for temporary crossings of telephone, transmission, pipe lines, railroad tracks, and irrigation ditches. This work shall not be paid for as a separate item but shall be considered as incidental to the project.

109.12 PROTECTION OF UTILITIES

The Contractor's attention is directed to the fact that utilities may encroach on the construction of this project, and also to the importance of protecting all public/private utilities encountered on this project. These may include telecommunications, cablevision, traffic signal lines, power lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and underground utilities.

The size and location of all existing utilities as known to the Engineer have been noted on the plans for the information and guidance of the Contractor. The Contractor shall be responsible for the location and protection of all utilities located within his working area regardless of whether or not their existence or location is shown or noted on the drawings.

It is the Contractor's responsibility to complete required work and to schedule inspections during normal working hours. The Contractor is responsible for contacting each affected utility for their inspectors' working hours. The Contractor is responsible to request an inspection two (2) working

days in advance of the inspection. In the case of an overtime inspection, the request must be in writing. All overtime costs for inspection by City Utilities shall be the Contractor's expense. The City will not entertain any requests for time extensions for delays caused by the Contractor's failure to properly notify the affected utility of a required inspection or the Contractor's failure to complete the required work by the time of the scheduled inspection.

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Engineer and Owner of the utility facility.

Before any excavation is begun in the vicinity of water lines, railroad tracks, or structures, sewer lines, telecommunication conduits or cablevision line, each utility company, department, or company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is at the site.

All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at the Contractor's own expense, unless otherwise specified in the contract documents. The Contractor shall be held liable for all damages to any and all public utilities encountered on the project, which damages are due to the Contractor's operations. Such damages shall include all physical damages to utilities and also all damages due to interruption of service of such utilities, when such damages and interruptions are caused by the Contractor's operations.

Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the Engineer may direct to properly protect these utilities throughout his construction operations and shall cooperate at all times with the proper authorities and/or owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipe lines, sewers, etc., affected by this project.

The costs of damages due to the Contractor's operation or the cost of protecting utilities where alteration or relocation is not required to permit construction of the project shall be included in the original contract price for the project.

Should any pipe line, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telecommunication lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. The cost of this work shall be borne by the utility companies involved, unless other agreements are reached with the City.

(a) Existing Utilities

1. Existing Gas Lines: As of April 1, 1983, Federal law requires anyone who uncovers a gas line to report it to the gas company and allow it to be inspected by the gas company personnel before it is backfilled. The Gas Department is to be notified prior to any excavation around gas lines. A Gas Department inspector is to be notified and present on site prior to construction activities around gas lines.
2. Existing Sewer Mains and Services: All relocation, replacement protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Wastewater Department Standard Specifications. Minimum 48 hours notice must be given to the Wastewater Department prior to any related work.

3. The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to the City Wastewater Department. The Contractor shall contact the City Wastewater Department twenty-four (24) hours prior to manhole rim adjustments.
 4. Existing Water Mains and Services: All relocation, replacement or protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Water Department Standard Specifications and the Water Service Standard Specifications. Minimum 48-hour notice must be given to the Water Department prior to any related work. The Water Department reserves the right to schedule any operations at their discretion and to provide for any requirements determined necessary to perform the work. The Contractor shall coordinate with the Water Department and receive their approval prior to performance of the work.
- (b) Utility Support Systems:
1. If required by the contract documents, or requested by the Engineer, the Contractor shall submit shop drawings for the method of temporary support for all existing utilities during construction. The temporary support details for existing utilities shall be submitted for review and approval prior to performance of the work. Shop drawings must bear the seal of a Professional Engineer registered in the State of Colorado, unless so waived by the City.
 2. Regardless of City approved shop drawings, the Contractor shall be responsible for the satisfactory support of the utility system and any damages that may occur to the utility involved.
- (c) Electric Utility Installation:
1. Any electric facilities unless otherwise noted are to be relocated or modified by the City of Colorado Springs Electric Department. The Contractor shall coordinate the work with the Electric Department and the Electric Department's Contractor.
 2. Light Pole Installation or Relocation:
 - a. The Contractor is responsible for coordinating with CSU Electric, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes. The Contractor is responsible for coordinating with CSU Electric for the de-energizing and removal of existing light poles.
 - b. Colorado Springs Utilities (CSU) Electric Division will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with CSU crews for reinstallation and re-energizing completed light poles.
- (d) Gas Utilities: The Contractor is responsible for coordinating with CSU Gas for the relocation of existing Gas lines. Colorado Springs Utilities Gas Division will relocate the existing gas lines as necessary to install project improvements within the project limits. The Contractor is responsible for scheduling and coordination with CSU crews.
- (e) Telecommunication Agencies: Any telephone facilities unless otherwise noted are to be relocated or modified by the respective private utility company. The Contractor shall coordinate the work with the respective private utility company.
- (f) Cablevision: The television utilities are to be relocated by Cablevision. The Contractor shall coordinate the work with Cablevision.

109.13 LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Engineer shall have the authority to order the removal from

the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct, and any such person shall not again be employed on the project.

Eight (8) hours shall constitute a day's labor and Monday through Friday shall constitute a workweek. In no event shall the City be responsible for overtime pay.

109.14 EMPLOYMENT OF LABOR

The Contractor shall comply with, and protect and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this contract.

109.15 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- (b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

109.16 FEDERAL FUNDS

If this contract is a Federally assisted construction contract all applicable federal requirements, terms and conditions, provisions and forms will be included in the bidding documents. Additionally, the Contractor agrees as follows:

- 1. The Contractor shall complete and submit with its bid all federal forms and certifications included in the bidding documents.
- 2. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor, State of Colorado Civil Rights Commission and any other governmental agency entity which may be assisting with the funding

under this contract for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
6. The Contractor shall include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the city, state, or any federal governmental entity may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the city, state, or any federal governmental entity, the Contractor may request the city, the state, or the United States to enter into such litigations to protect the interests of such governmental entity.

109.17 SUPERINTENDENCE

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and with other Contractors or utility company employees in every way possible. The Contractor shall have at all times, on the work, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the Engineer or the Engineer's authorized representative. Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall supply the Engineer with a list of phone numbers at which the Contractor, his superintendent and foreman can be reached at any time. The assigned Superintendent must adhere to the cooperation requirements specified in Section 108.08 and is subject to removal if so ordered in writing by the Engineer/Project Manager.

109.18 PREPARATION

All vegetation, stumps, and debris and other objectionable objects shall be removed from the area staked out by the Engineer, and where necessary from the area immediately adjacent thereto. Such debris shall be hauled from the site of the construction and wasted as directed by the Engineer.

109.19 STAKING WORK

The Engineer shall provide reference points (horizontal and vertical control) only, unless otherwise noted in the bid proposal and project specifications. The Contractor shall engage the services of a licensed surveyor or surveying firm (hereinafter referred to as the Surveyor) to be approved by the Engineer. The Surveyor shall perform all detailed construction layout and staking including the staking of all storm sewer, street improvements, and utility relocations in accordance with the plans and specifications. The Contractor shall be responsible for the correctness and accuracy of the detailed layout of finished structures.

Any instrument man or survey assistant employed on the work by the Contractor or his Subcontractors who is judged by the Engineer to be incompetent shall be removed from the work and replaced by a competent individual.

109.20 DEVIATION ALLOWED

Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the approved drawings or described in the Specifications. Deviations from the approved drawings and working drawings as may be required by the expediciencies of construction will, in all cases, be determined by the Engineer and authorized in writing. If the Engineer deems it inexpedient to correct work injured or done in an unauthorized manner, an equitable deduction from the contract price of the work done shall be made by the Engineer subject to approval of the City Engineer.

109.21 RIGHT-OF-WAY

The City's right-of-way will in general be adequate for construction purposes. Nothing marked on the drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. The City and its employees for any purpose, and other contractors of the City, for any purpose required by their respective contracts, may enter upon or occupy portion of the land furnished by the City. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, such privileges of access or any other reasonable privilege shall be granted by the Contractor to the extent, amount, in the manner and at times necessary. No such joint occupancy or use of the territory shall be made as the basis of any claim for delay or damages.

109.22 SHOP DRAWINGS AND SUBMITTALS

The Contractor shall submit to the Engineer all shop drawings, submittals and schedules required for the work, including those pertaining to structural and reinforcing steel within fifteen calendar days from the date of the Notice of Award. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit the same without delay.

Three final copies of all shop drawings, submittals and schedules shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work, correct operations will result.

109.23 RECORD DRAWINGS

The Contractor shall maintain an up-to-date set of contract documents, legibly marked, depicting all constructed improvements at the site or as otherwise specified and shall submit a complete set labeled "Project Record" to the Engineer upon completion of the project.

(a) Drawings:

1. Depths of various elements of foundation in relation to finish floor datum.
2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and project survey control.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.
4. Field changes of dimensions and detail.
5. Changes made by Field Order or by Change Order.
6. Details not on original Contract Drawings.

(b) Specifications and Addenda:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Change Order.

109.24 MATERIALS

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the Engineer for the Engineer's approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information including but not limited to instruction manuals pertaining to the use and operation of such machinery, mechanical and other equipment.

When required by the Specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

109.25 MATERIAL INSPECTION AT PLANT

If the Engineer inspects the materials at the source, the following conditions shall be met:

- (a) The Engineer shall have the cooperation and assistance of the Contractor and the materials producer.
- (b) The Engineer shall have full entry to all parts of the plant necessary for the manufacture or production of the materials being furnished.
- (c) Adequate safety measures shall be provided and maintained.

The City reserves the right to retest all materials which have been previously tested or inspected. The retesting may be prior to or after incorporation of the materials into the work. Those materials inspected and tested after delivery on the project or after incorporation into the work that do not meet the requirements of the Contract will be rejected.

109.26 HANDLING MATERIALS

All materials shall be handled so their quality and fitness for the work is preserved. Aggregates shall be transported to the work in vehicles constructed to prevent loss or segregation of materials.

109.27 CITY FURNISHED MATERIALS

Material furnished by the Department will be made available to the Contractor at the points specified in the Contract.

The cost of handling and placing materials after they are made available to the Contractor shall be included in the contract price for the item.

The Contractor will be held responsible for all material received until it is incorporated into the work and accepted.

Demurrage charges resulting from the Contractor's failure to accept the material at the designated time and point of delivery will be deducted from monies due the Contractor.

109.28 BUY AMERICA REQUIREMENTS

All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes are defined as "processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product". This requirement will not prevent a minimal use of foreign steel or iron provided the total project delivered cost of all such steel and iron which includes the cost of delivering the steel and iron to the project, does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.

With every steel or iron product that requires pre-inspection, pretesting, certified test results, or certificate of compliance, the Contractor shall provide a certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product that every process, including the application of a coating, performed on the steel or iron product either has or has not been carried out in the United States of America. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product. Upon completion of the project, the Contractor shall certify in writing of compliance with this requirement and provide evidence of the project delivered cost of all foreign steel or iron permanently incorporated into the project.

109.29 TESTING OF MATERIALS

Tests and Inspections. The City will employ and pay for the services of an approved testing laboratory to perform specified services for the field testing of:

- (a) Soil Compaction Control
- (b) Cast-in-Place Concrete
- (c) Asphalt Concrete Pavement

The Contractor shall perform, or arrange for the performance, and pay all costs in connection therewith, all other tests and inspections required by the contract documents. The Contractor shall pay for all testing laboratory services in connection with tests verifying conformance of proposed materials and installation with project requirements including, but not limited to, mix designs, riprap, gradation tests for embedment, fill and backfill materials. The City shall pay for testing laboratory services in connection with tests on materials after incorporation into the project, unless retesting of materials is necessary because of the failure of the materials to meet the project requirements. The Contractor shall obtain the City's written acceptance of the testing laboratory before having services performed.

(a) Requirements for Independent Testing Consultants.

1. Comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the personnel, facilities, equipment and other qualification data, including; Report of inspection of facilities made by the American Council of Independent Laboratories, and basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", latest edition.
2. Submit to the City for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data. Certificate of calibration of applicable testing equipment made by an accredited calibrated agency within 12 months prior to submittal date.

(b) Test Reports

1. Testing agency shall be instructed to submit directly to the City three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying project, date of test, location in project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of inspector.

(c) Contractor Responsibilities

1. Furnish access to the work, materials, equipment and labor required to accommodate inspections and test when testing laboratory is retained by the City. In the event retesting of materials, or recompaction is necessary because of the failure of the materials or compaction to meet the project requirements, the cost of said retesting shall be borne by the Contractor. Cost of said retest will be deducted from the final payment amount due the Contractor, or invoiced directly to the Contractor at the City's discretion.

109.30 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Project Engineer/Manager of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The Project Engineer/Manager shall promptly investigate the site conditions after receiving the notice. If the Engineer/Project Manager determines that conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions encountered, an equitable adjustment shall be made under this clause and the contract modified accordingly.

No request by the Contractor for an equitable adjustment to the contract shall be allowed, unless the Contractor has given the proper written notice and the Project Engineer/Manager determine the condition is in fact a Differing Site Condition; furthermore, the City of Colorado Springs shall not be liable for an equitable adjustment under this clause if the Contractor disturbed or repaired the condition without prior inspection by the Project Engineer/Manager, or if the contract is completed.

109.31 CHANGED CONDITIONS

When additional information regarding foundation or other conditions becomes available as a result of the excavation work, further testing, or otherwise, it may be found desirable and the City shall have the right to change the location, alignment, dimensions, or design of the work to meet such conditions.

During the progress of the work, the City may find it advisable, and it shall have the right to omit portions of the work and to increase or decrease any items as may be deemed necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed fifteen percent (15%) of the total monetary value of the original contract. If the material or labor involved in such a change is not included in the unit prices of the contract, but forms an inseparable part of the work to be done under this contract, and the delay involved in asking for the advertising for bids and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system or other property belonging to the City, the City may, in its discretion, declare an emergency and require the Contractor to proceed with such alterations and additions. The Contractor will not, however, be required to perform such extra work and furnish such extra materials without a written Change Order from the Engineer. The parties hereto shall agree upon any sum to be paid for said work in advance of performing it. The Contractor shall make no claims for extra work unless the work was performed as authorized by a properly executed Change Order. Additional compensation or credit for work covered by a Change Order must be determined by one or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 1. Labor (including foremen and extra supervision if required).
 2. Materials entering permanently into the work.
 3. Rental cost of construction plant and equipment used for the work.
 4. Power and fuel required for the operation of power equipment used for change order work.
 5. The Contractor shall furnish a breakdown of cost including but not limited to bills, payrolls, invoices and vouchers covering the cost of the work. To this cost there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the cost of work. The fee shall be compensation to cover the cost of management, insurance, benefits, bond, profit and any other general expenses.

- (d) The cost of Subcontractor's work shall be determined according to methods 2 and 3, above, to which the Contractor may add a maximum of fifteen percent (15%), which amount shall be compensation for the cost of the Contractor's management, insurance, benefits, bond, profit, and any other general expenses.

109.32 CHANGES IN THE WORK

The City may make written changes in the Plans and Specifications or scheduling of the contract within the general scope of this contract at any time by a written order. If such changes add to or deduct from the Contractor's cost of the work, the contract prices shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for an extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

In giving instructions, the Project Engineer shall have authority to make minor changes in the work not involving additional cost, and not inconsistent with the purpose and scope of the work.

No claim for additional work or change shall be made unless so ordered by a properly executed Change Order, and no claim for an addition to the contract sum shall be valid unless the additional work or change was so ordered by a properly executed change order.

The Contractor shall proceed with the work as changed and the value of any additional work or change shall be determined as provided for in the Contract.

It shall be expressly understood and agreed to by the Contractor that no claim for additional work or money will be recognized by the City unless same has been so ordered by a properly executed Change Order.

109.33 PROTESTS

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or considers any decision, record or ruling of the Project Engineer, the inspectors, or Project Manager to be unfair, he shall upon such work being demanded or such decision, record or ruling being made, proceed without delay to perform the work or to conform to the decision, record or ruling, and, within five (5) days of receiving said decision, record or ruling request that such decision, record or ruling be provided in writing, if not already provided. The Contractor shall then within ten (10) days after receipt of the written instructions or decisions, file a written formal protest with the Project Engineer, stating clearly and in detail the basis of his objection. Except for such protests or objections as are made of record in the manner herein specified and within the limit stated, the written records, rulings, instructions, or decisions of the Project Engineer shall be final and conclusive. Instructions and decisions of the Project Engineer contained in letters transmitting drawings to the Contractor shall be considered as written instructions or decisions subject to protest or objections as herein provided. In the event of a formal protest, the formal protest shall be presented to the City Engineer and the City Contracting Manager; their decision shall be considered final and conclusive for the City of Colorado Springs. Nothing in this section precludes a Contractor from pursuing any other remedies afforded by the laws of the State of Colorado once the remedies afforded under this contract have been complied with and exhausted.

Subcontractors shall follow the above instructions with the exception that the protest is filed with the General Contractor and a copy of the protest immediately copied to the City Project Manager/Engineer.

109.34 REMOVAL AND SUSPENSION FOR DEFECTIVE WORK

All work or material which has been rejected shall be remedied or removed and replaced in an acceptable manner. Additional compensation will not be allowed for such removal and replacement. Any work done beyond the lines and grades shown on the drawings, except as herein provided, will be considered as unauthorized and will not be measured or paid for. Work

so done may be ordered removed at the Contractor's expense. Should the Contractor fail to comply promptly with any order of the Engineer made under the provisions of this paragraph, the Engineer shall have the authority to cause said work to be removed and to deduct the cost from any money due, or to become due, from the Contractor. At any time during the course of construction of this project if the provisions of the Plans, Specifications, or contract provisions are being violated by the Contractor or his employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

109.35 CLEANING UP AND FINAL INSPECTION

The Contractor shall at the completion of the work, remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials and shall leave the work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. Contractor shall furnish at Contractor's own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at Contractor's own expense.

Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make his final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

109.36 CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the Plans and Specifications for the completed project.

Cold or wet weather conditions that do not permit a permanent asphalt pavement replacement will require a minimum 2" bituminous pavement patch prior to opening the area to traffic as a temporary measure until the permanent asphalt pavement replacement can be installed. This item shall be incidental to any work requiring such removal or asphalt and will be considered to be included in the unit price of the related item of work.

Any cost caused by defective or ill timed work shall be borne by the Contractor.

The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other contractor without the consent of the Engineer.

109.37 FINAL TESTS

After completion of the work, the Contractor shall make any and all tests required by the Specifications or by Municipal, State or Federal regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the Municipal, State or Federal regulation bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the City or the public.

109.38 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and periods provided by law and by this contract.

109.39 PERSONAL LIABILITY OF PUBLIC EMPLOYEES

The Engineer or authorized representatives are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

109.40 NO WAIVER OF LEGAL RIGHTS

Upon written notice that the Contractor considers all work complete, the Engineer shall make a pre-final inspection with the Contractor and shall notify the Contractor in writing of incomplete or defective work revealed by the inspection. The Contractor shall promptly remedy such deficiencies.

After the Contractor has remedied all deficiencies to the satisfaction of the Engineer and delivered all construction records including record drawings, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents (all as required by the Contract Documents), the Contractor shall be promptly issued a Certificate of Completion by the Engineer stating that the work is acceptable.

Upon completion of the contract, the City will make final inspection and notify the Contractor of acceptance. Final acceptance shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the contractor or surety, or both, overpayments sustained because the Contractor failed to fulfill the obligations under the contract. A waiver on the part of the City of Colorado Springs any breach of any part of the Contract shall not be held to be a waiver of any other breach.

The contractor without prejudice to the terms of the Contract shall be liable to the City, for latent defects, fraud, or such gross mistakes, as may amount to fraud, or as regards the City's rights under any warranty or guarantee.

For all non-federally funded projects, the following additional requirements shall apply:

- (a) All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years from the date of final acceptance. The Contractor guarantee period (two-year warranty period) will not begin until the contract is 100 percent complete, as determined by the Engineer. Acceptance of the 100 percent complete contract shall be requested in writing by the Contractor. Any item requiring repair and/or replacement prior to expiration of the two-year warranty period shall be guaranteed for a period of one-year after the date of said correction or repair or for the remainder of the two-year warranty period, whichever is longer.
- (b) In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the Plans and Specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time order of equipment is placed that manufacturer will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.

109.41 ACCEPTANCE

- (a) *Partial Acceptance.* If, during the prosecution of the project, the Contractor satisfactorily completes a unit or portion of the project, such as a structure, an interchange, or a section of road or pavement that can be used advantageously for traffic, the Engineer may make final inspection of that unit. If the Engineer finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.
- (b) *Final Acceptance.* Upon notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If the work provided for by the Contract has been satisfactorily completed, that inspection shall constitute the final inspection and the Engineer will notify the Contractor in writing of final acceptance indicating the date on which the project was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Engineer will give the Contractor a written list of the work needing correction. Upon correction of the work, another inspection will be made. If the work has been satisfactorily completed, the Engineer will notify the Contractor in writing of the date of final inspection and acceptance. Final acceptance under this subsection does not waive any legal rights contained in subsection 109.40.

SECTION 110 PAYMENTS AND ACCEPTANCE OF WORK**110.00 PAYMENTS AND RETAINAGE**

Payments will be made, and required retainage withheld if applicable, in accordance with this section as the work progresses at the end of each month or as soon thereafter as practicable in compliance with Title 24, Article 91, Section 103 and Section 110, Colorado Revised Statutes, on statements made and approved by the Engineer. In preparing statements, only completed work will be taken into consideration. No payment will be made for materials in storage and/or delivered to the site, unless otherwise approved by the City.

Payment for work performed by the contractor under these contract documents will be made at the approved unit price or lump sum price for each of the several items as listed in the bid and measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the contract documents. All incidental work essential to the completion of the project in a workmanlike manner, and including cleanup and disposal of waste or surplus material, shall be accomplished by the contractor without additional cost to the City. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible in order to better maintain the aesthetics and safety of the construction area. The quantities listed in the bid are estimated quantities, and are listed only for convenience in comparing bids. Payment will be made for the actual quantities constructed or installed, unless otherwise noted in these Contract Documents. However, any changes to plan quantity must be approved through proper change order procedures, said quantities being measured as specified in the Contract Documents.

- (1) If the contract exceeds ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and; the contractor has provided Performance, and Payment Bonds: the City of Colorado Springs shall authorize partial progress payments of the amount due under this contract monthly, or as soon thereafter as practicable, to the contractor, if the contractor is satisfactorily performing the contract. If the City of Colorado Springs finds that satisfactory progress is being achieved during any period for which progress is to be made, the City of Colorado Springs may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made,

the City of Colorado Springs may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City of Colorado Springs may retain from the remaining unpaid balance that amount the City Contracting Manager, at the advice of the City's project manager, considers adequate for protection of the City, suppliers and subcontractors, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

The withheld percentage of the contract price of any such work, improvement, or construction shall be retained on an invoice-to-invoice basis and shall not be cumulative. In other words, if the contractor is not performing satisfactorily the City of Colorado Springs will hold ten percent (10%) of what is actually due to the contractor. For example, if the contractor is behind schedule and has successfully completed fifty percent (50%) of the work, the City of Colorado Springs will only pay forty percent (40%) of the invoice, withholding ten percent (10%) of what is due until the contractor gets back on schedule. Once the City of Colorado Springs determines that satisfactory progress is being made in all phases of the contract, then no retainage will be held on successfully completed work.

- (2) Whenever a contractor receives payment pursuant to this section, the contractor shall make payments to each of the subcontractors of any amount actually received which were included in the contractor's request for payment to the City for such subcontracts. The contractor shall make such payments within seven (7) calendar days of receipt of payments from the City in the same manner as the City is required to pay the contractor under this section if the subcontractor is satisfactorily performing under the contract with the contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay those suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor.

At the time a subcontractor submits a request for payment to the contractor, the subcontractor shall also submit to the contractor a list of the subcontractor's suppliers, sub-subcontractors and laborers. The contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven (7) days and interest payment until the subcontractor submits such list. If the contractor fails to make timely payments to the subcontractor as required by this section, the contractor shall pay the subcontractor interest as specified by contract or at the rate of fifteen percent (15%) per annum, whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any contract.

- (3) **CONTRACTS UNDER ONE HUNDRED FIFTY THOUSAND DOLLARS:** If the contractor is not progressing in accordance with the project schedule or not performing quality work in accordance with the specifications, the Project Manager may, at that point start withholding retainage up to and including ten percent (10%) of the total contract amount.

110.01 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance

with the contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and retain the proceeds without compensation to the Contractor.

110.02 PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect it from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

110.03 ACCEPTANCE OF FINAL PAYMENT

Upon notice that the work is fully completed, the Engineer will make a final inspection. If the Engineer finds the work acceptable under the contract and the contract is fully performed, the work may be finally accepted by the Engineer under the terms and conditions of the contract. The entire balance found by the Engineer to be due the Contractor, including the retained percentage, less any retention based on; (1) the Engineer's estimate of the fair value of the claims against the Contractor; and (2) the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work; and (3) retentions required by law, shall be due and payable to the Contractor. The date of completion is the date as specified in the Certificate of Completion issued by the Engineer.

Upon completion of the work under the contract and before the Contractor shall receive or be paid for the Engineer's final statement, the City Contracts Office shall post a notice on the web-site <https://coloradosprings.gov/business/doing-business/contracting-rfps/public-notice-and-notices-final-settlements> that the City has accepted such work as completed according to the Plans and Specifications and rules set forth in the contract; that the Contractor is entitled to final settlement; that after the date specified in the Notice, the City will pay the full balance due under the contract; and that persons having claims for labor or material furnished the Contractor must present their claim to the City Contracts Office prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the sureties on the Contractor's bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the contract.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor against the City.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the City may, upon Certificate of Completion by the Engineer, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment and acceptance of the project shall constitute a waiver of all claims by the Contractor but acceptance shall not constitute a waiver of City claims against the Contractor.

Advertising for Final Payment and processing of the Final Pay Request shall not take place until after the Contractor has submitted Sales and Use Tax Forms to the City of Colorado Springs and said forms have been reviewed and approved by the City Sales Tax Office.

SECTION 111 TERMINATION OF CONTRACT

111.00 THE CITY'S RIGHT TO TERMINATE CONTRACT

In accordance with the City Charter, performance of the City's obligations under this contract is expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this contract, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this contract without compensation to the Contractor.

If the termination is for failure of the contractor to fulfill the contract obligations, the City may terminate the subject contract for Default, and complete the work by contract or otherwise, and the contractor shall be liable for any additional cost incurred by the City. Prior to issuing a Termination for Default, the City will issue a Notice to Cure allowing the contractor a minimum of ten (10) calendar days to prepare a plan to correct whatever failures are causing the contract obligation failure(s). The City will have the right to accept the plan of correction or to continue with the Termination for Default.

Where the contract has been terminated for Default by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor or his surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the City due the Contractor under the terms of the contract shall not release the Contractor or the Contractor's surety from liability for the Contractor's default.

If the Contractor should become bankrupt and a relief from stay is granted to the City, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or materials, or if Contractor should fail to make payments to subcontractors or for material or labor so as to affect the progress of the work, or breach, or substantially violate any provision of the contract, then the City, upon the written notice of the Engineer may, without prejudice to any other right or remedy, terminate the contract for default and take possession of the premises and of all materials, tools, equipment, and other facilities installed on the work and paid for by the City, and finish the work by whatever method the City may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment under the contract.

The City may also terminate this contract for convenience of the City, upon written notice to the Contractor, without additional compensation to the Contractor, unless the Contractor has started or performed portions of the contract prior to receiving such notice. If performance of the contract is underway, the City will be liable only for the portions of work actually satisfactorily completed up to the point of the issuance of the Notice of Termination for Convenience. In no event shall the City be liable for unperformed work or anticipated profits or overhead. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

111.01 COMPLETION OF CONTRACTS IN DEFAULT

If for any reason a contract is declared in default, the City shall have the right without process or action at law to take over all or any portion of the work and complete it in any manner the City

deems most appropriate. Written notice shall be given the Contractor by the City that the contract has been declared in default, and upon receiving such notice, the Contractor shall peaceably relinquish possession of the said work or the parts thereof specified in the notice.

The City may, at its option and at a rental which it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.

Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid. Should the cost of completing the work be in excess of the original contract price, the Contractor and Contractor's surety shall be responsible for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall accrue to the City. Neither by taking over the work nor by declaring the contract in default shall the City forfeit the right to recover damages from the Contractor or Contractor's surety for failure to complete the entire contract.

111.02 REMOVAL OF EQUIPMENT

Except as provided in subsection 111.01 above, in the case of termination of this contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

CITY OF COLORADO SPRINGS

SCHEDULE E

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SCHEDULE E

SPECIAL PROVISIONS – SECTION VIII

This section contains any Special Provisions or revisions to the General Provisions that are applicable on the subject project. In the event that the terminology of the Special Provisions conflicts with the terminology in the “City of Colorado Springs Engineering Division Standard Specifications”, latest revision, the Special Provisions listed herein will take precedence.

8.1 DESCRIPTION OF WORK

The Contractor shall perform all operations necessary for the construction of the work as described in the plans and specifications, including restoration of all areas disturbed by the construction activities to a condition equal to or better than pre-construction condition.

The Contractor shall obtain all permits and furnish all transportation, materials, tools, equipment, labor and supplies necessary to complete in a workmanlike manner the improvements as shown and specified in these documents.

Selected material and equipment for the 42-inch water transmission pipeline have been pre-purchased by Colorado Springs Utilities and identified as Equipment and Material Procurement (EMP) items #1 through #9. Contractor shall inspect, protect, load, transport, and unload at the project work site and properly store all EMP items. EMP items shall be installed by the Contractor as specified.

All work required to construct all items in this contract shall be performed in a safe, careful, and orderly manner with due consideration given to protection of adjoining property, the public, and workmen. Any damage to streets, utilities, public or private property, or the bench marks and construction staking due to the negligence of the Contractor, shall be repaired and restored to its original condition by the Contractor at his expense to the satisfaction of the Engineer. It will be the Contractor's responsibility to ensure that areas not in conflict with new work are not disturbed or damaged during the construction process.

8.2 PRECONSTRUCTION CONFERENCE

Within 10 calendar days after issuance of the Notice to Proceed, or as otherwise established by the Owner and Engineer, a preconstruction conference shall be held for review of the construction schedule, Contractors list of Subcontractors and suppliers, project contracts, designated Erosion Control Supervisor, Traffic Control Plan with Supervisor name and telephone number and certifications, procedures for handling shop drawings, processing Applications for Payment, and other pertinent items. The Contractor (and Subcontractor) should address any construction problems which may be foreseen in the execution of the project work at the preconstruction conference.

At the Preconstruction Conference, the Contractor shall furnish the Engineer a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.

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8.3 POTENTIAL PERMITS AND SUBMITTALS

The table below is a list of potential permits or submittals required for the project. The contractor shall be responsible to verify this list and add any additional permits needed to construct the project. Copies of any permits that have already been obtained by the City of Colorado Springs are available for review by all proposers. Contractors are responsible for compliance with all permits obtained by others for this project.

Permit	Permitting Agency	Responsibility to Obtain Permit
Air Quality Permit	El Paso County/ Colorado Department of Public Health and Environment	Contractor
CDPHE Stormwater Construction Permit	Colorado Department of Public Health and Environment	Contractor
Excavation Permit	City of Colorado Springs	Contractor
Concrete Permit	City of Colorado Springs	Contractor
City Forester's Permit	City of Colorado Springs	Contractor
Traffic Control Permit	City of Colorado Springs	Contractor
Corps of Engineers 404 Permit	Corps of Engineers	City of Colorado Springs
Colorado Springs MS4 Permit	Colorado Department of Public Health and Environment	City of Colorado Springs
Depredation Permit	US Fish and Wildlife	Contractor
Fugitive Particulate Emissions Control Plan	Colorado Department of Public Health and Environment	Contractor

The contractor shall be responsible to investigate and assess the requirements for all necessary environmental/drainage/construction permits. The Contractor shall furnish in the proposal a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started. The contractor shall comply with all conditions of the permits during the course of the construction. Permit fees for the City of Colorado Springs permits are waived for this project. The Contractor shall pay the fees for all other permits. City and/or other agency fines are the sole responsibility of the Contractor.

8.4 DRAINAGE AND EROSION CONTROL

The Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the Work, the site, and adjacent property.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris, or other substances resulting from this Work through the use of construction BMPs or other approved methods. Contractor shall clean up and isolate such materials on a continuing basis to prevent risk of washing into drainage ways. Contractor is also responsible for routine maintenance of all construction BMPs.

Contractor shall obtain a copy of and follow the stipulations of the City of Colorado Springs MS4 permit and all other state and local permits. Contractor shall be responsible for obtaining all state and local storm water discharge permits required for the Work.

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Within 20 days of Notice to Proceed, the Contractor shall submit a Phased Grading, Erosion and Stormwater Quality Control Plan to the Engineer for review and acceptance. The plan shall include, as a minimum, the following items:

1. Site Description and Map.
2. A description of the construction activities.
3. The Contractor's proposed construction sequence and phasing.
4. Construction erosion control plans for each phase of construction. The information in the plans can be used, when appropriate, but is not intended to provide all of the details needed for each phase of construction.
5. A list of Best Management Practices (BMPs) that the Contractor proposes to use on the project.
6. Details for all proposed BMP(s) - Photocopies of BMPs from the City of Colorado Springs Drainage Criteria Volume 2 or Urban Drainage & Flood Control District (UD&FCD) Criteria Manual Volume 3 should be included in the plan. Details of any other BMP(s) proposed need to be submitted to the City for approval prior to their use on the project.
7. Materials handling and spill prevention plan.
8. Water control and dewatering plan.
9. Details of inspection and maintenance procedures.
10. Identity of the SWMP Administrator for the Contractor.
11. Copy of the required permits obtained from the Colorado Department of Public Health and Environment (CDPHE).

The Phased Grading, Erosion and Stormwater Quality Control Plan must be accepted by the Engineer prior to any work. The Phased Grading, Erosion and Stormwater Quality Control Plan shall be signed and sealed by a professional engineer licensed in the State of Colorado. The Contractor shall also sign the plan indicating they will comply with all of the requirements of the plan. Contractor shall be responsible for maintaining an up to date plan during all phases of the project construction.

8.5 REVISION TO ORDER OF PRECEDENCE

In Section 102.03 of the General Provisions delete items (e) through (g) and replace with the following:

- (e) Detailed Plans
- (f) Section 10 Material & Construction Requirements, Measurement, and Payment
- (g) Section 9 Technical Specifications
- (h) City Standard Specifications
- (i) Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction
- (j) City Standard Drawings
- (k) Colorado Department of Transportation (CDOT) M&S Standard Drawings

8.6 PROJECT INFORMATION SIGNS

The Contractor shall be responsible for installing and maintaining all project signs throughout the duration of the Contract. The City will furnish four project signs with the PPRTA Logo for placement in conspicuous locations on each of the four approaches to the project on Woodmen Road and Union Boulevard. The Contractor shall be responsible for moving project signs as

necessary to complete the work and for installing completion signs after completion of the project. The Contractor shall maintain the signs throughout the project and for a period after completion. All work and materials related to these project signs will not be paid for separately, but will be considered incidental to the work.

8.7 CONSTRUCTION WORK HOURS

The Contractor shall conduct normal activities between the hours of 7:00 a.m. and 7:00 p.m. Work outside that time shall be considered night work and will be limited to the number of nights negotiated and included in the Contract. All work shall be done behind the protection of temporary guardrail or other adequate protection as shown on the traffic control plans prepared by the Contractor and approved by the Engineer.

8.8 WORK SITE RESTRICTIONS

The Contractor shall confine the work activities to the area shown in the construction drawings. The Engineer will furnish the contractor with copies of all executed ROW and easement documents for the project. The established work zone shall be marked and secured by the Contractor with an appropriate fence. The fence type shall be approved by the Engineer based on discussions with individual property owners/tenants. Approved temporary fences are required at all locations that require removal of an existing fence. Temporary fences shall be considered incidental to the work and shall not be paid separately. Temporary easements on private property shall not be used for storage of materials or equipment. Any additional work area required within private property must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall hold the City harmless from any claims to damage or disruption of private property.

Contractor personnel shall not trespass upon private property without written consent of the landowner. The Contractor shall provide the Engineer with a copy of the written permission. The City will be held harmless of Contractor negligence in matters of trespassing.

The Contractor shall minimize construction traffic along residential streets where practical. Local streets, such as Shrider Road, Stinson Road, Fuller Road, Tecumseh Road, and Taos Drive, shall not be used as regular routes for construction traffic with the intent to minimize pavement damage and promote goodwill with the surrounding community.

8.9 CONSTRUCTION TRAFFIC RESTRICTIONS

Construction traffic control shall conform to Section 800 of the City of Colorado Springs Standard Specifications as revised herein and the City of Colorado Springs Supplement to the Manual on Uniform Traffic Control devices.

There are three levels of temporary traffic control requirements, dependent on time:

- Level 1 Traffic Restrictions
 - Times
 - Weekdays, 6:00 am to 9:00 am and 4:00 pm to 8:00 pm
 - Lane Requirements
 - Two through lanes in each direction on Woodmen Road.

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- Two through lanes in each direction on Union Boulevard.
 - One through lane in each direction on Lexington Drive.
 - All right turn lanes shall be maintained that existed before construction started.
 - One left turn lane in each direction (as applicable) for left turns from Woodmen Road at Stinson Road, La Madrina Lane, Union Boulevard, and Lexington Drive.
 - One left turn lane in each direction for left turns from Lexington Drive at Woodmen Road.
 - Two left turn lanes in each direction for left turns from Union Boulevard at Woodmen Road.
 - An exception, as shown in the construction phasing plan, is that one left turn lane from northbound Union Boulevard is allowed while the 42" waterline is shut down.
- Level 2 Traffic Restrictions
 - Prior approval of the Engineer is required for any use of Level 2.
 - Times
 - Weekdays, 9:00 am to 4:00 pm
 - Weekends, 6:00 am to 8:00 pm
 - Lane Requirements
 - Same as Level 1 except:
 - Short-term single-lane closures less than four hours in duration are allowed.
 - Right turn lane closures are allowed for the full duration of the Level 2 restriction.
 - At least one left turn lane shall always be provided from all four approaches to the Woodmen/Union and Woodmen/Lexington intersections.
 - Level 3 Traffic Restrictions
 - The Contractor shall submit a Level 3 justification for a night lane reduction to the Engineer seven working days in advance of the start of the reduction.
 - The maximum number of working nights shall be 60 nights unless the Contractor can clearly demonstrate the need for additional nights by providing detailed phasing plans/schedules for review by the Engineer. The negotiated number of nights will be specified in the final contract and will not be exceeded without prior written approval by the City Project Manager.
 - Times
 - Weekday/Weekend nights, 8:00 pm to 6:00 am
 - Lane Requirements
 - One through lane in each direction on Woodmen Road.
 - Right turns shall be permitted from both directions.
 - One through lane in each direction on Union Boulevard.
 - Right turns shall be permitted from both directions.
 - At least one left turn lane shall always be provided from all four approaches to the Woodmen/Union and Woodmen/Lexington intersections.

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- Setting of night work traffic control devices shall not be started until 8:00 p.m. and must be completely removed by 6:00 a.m. the following morning.

Lane Width

Through lanes shall be at least eleven feet wide, measured from center of stripe to center of stripe and/or edge of traffic control device. Turn lanes shall be at least ten feet wide, measured from center of stripe to center of stripe and/or edge of traffic control device. When temporary concrete barrier is used adjacent to travel lanes, an additional 2' width of shy distance shall be provided between the center of stripe and edge of barrier.

Speed Limit

The speed limit on Woodmen Road and Union Boulevard shall be no less than 30 mph. The design speed for temporary traffic routes shall be greater than or equal to the posted speed.

Signalization

The Contractor shall provide for signalization of the intersection of Woodmen Road and Union Boulevard; and Woodmen Road and Lexington Drive at all times. The Contractor is responsible for the design, equipment, and work necessary to achieve temporary signalization. All left turn movements shall be provided a protected phase unless the Contractor can demonstrate proper sight distance for a permitted movement and achieve approval from the City Traffic Engineer.

The Contractor shall not transition from a traditional four-way style signalized intersection to a CFI intersection without written approval of the Engineer. Once the change is made to CFI signal operation, the intersection shall not revert back to traditional four-way style.

For the times between day time work and night time or weekend work, the Contractor shall maintain the minimum number of lanes identified in Level 1. The City and/or the Engineer will continuously field check the traffic control operations. The City or Engineer have the authority to immediately stop work if traffic control is not functioning properly or if the approved plan is not adhered to in order to maintain safe operations of traffic in the project area.

8.10 PEDESTRIAN TRAFFIC CONTROL

Section 805.07 of the City Standard Specifications is deleted and replaced with the following:

Throughout construction, the Contractor shall provide and maintain a minimum of one pedestrian walkway along both Woodmen Road and Union Boulevard, including areas that do/did not have sidewalk prior to construction. It is not necessary to provide pedestrian paths along both sides of either road. Pedestrian walkways shall be a minimum of four feet wide, safely delineated, maintained and kept clear of all debris and obstructions, and meet the requirements of ADA. Surface treatment for pedestrian walkways shall be approved by the Engineer prior to implementation.

The Contractor shall provide, install, and maintain pedestrian wayfinding signs as necessary to minimize jaywalking and confusion. It may be necessary to locate these signs far outside the project limits to be effective. The Contractor shall prepare and submit for approval a plan that shows proposed pedestrian routes and pedestrian signage for all phases of construction.

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Signalized intersections shall be designed to accommodate pedestrian crossings from the designated pedestrian walkways at all times.

Temporary pedestrian walkways and signage is considered incidental to the work and will not be paid for separately.

8.11 COORDINATION WITH PROPERTY OWNERS

The Contractor shall be responsible for notifying property owners and tenants at least 48 hours in advance of any construction that may affect access, parking and/or existing structures, including fences, adjacent to that property. The Contractor shall provide and if separate from existing, maintain, reasonable property access and parking at all times.

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to the traveling and pedestrian public.

8.12 BUSINESS AND RESIDENTIAL ACCESS

Section 805.08 of the City Standard Specifications is deleted and replaced with the following:

The Contractor shall maintain safe and clear access to all businesses and residences throughout the project corridor. Any access restriction or modification to or from adjacent property shall be submitted to the Engineer and approved prior to implementation. The Contractor shall provide at a minimum 48 hours written notice to each business or residence prior to any work on or partial closure of access drives. Access may be limited to half the existing driveway width for limited periods of 48 hours or less during concrete driveway and street construction. Access must at all times accommodate emergency services vehicles. Additional coordination with emergency services is required if the access location to the property is relocated from the existing location. An additional verbal notice shall be provided to each business or residence 30 minutes prior to the actual access drive partial closure.

The Contractor shall at no time impede delivery truck access to businesses or public access to Gail, Ruth, and Cindy Places.

8.13 COORDINATION WITH ADJACENT PROJECTS

The contractor shall coordinate with all concurrent projects in the vicinity of this project, including but not limited to projects managed by the City of Colorado Springs and Colorado Springs Utilities. Coordination shall include traffic control to minimize conflict and confusion between overlapping temporary traffic control zones. This coordination is incidental.

8.14 TEMPORARY LIGHTING

To maintain safe and effective traffic flow through detours, the Contractor shall provide temporary roadway lighting for all detours and work areas. Temporary lighting may be wood

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poles with overhead spanwire power distribution. Glare shall be minimized by the use of cobra-head full-cutoff fixtures. The Contractor shall coordinate with Colorado Springs Utilities for power feeds. Temporary lighting shall be maintained and operated during all nighttime hours. Areas requiring temporary lighting may include intersections, pedestrian crossings, points of transition in direction, bumps, and flagger stations. The Engineer has the authority to direct placement, removal, and/or modification of temporary lighting by the Contractor to ensure safety of the travelling public at all times. Temporary lighting is considered incidental to the work and will not be paid for separately.

8.15 TEMPORARY ASPHALT PATCHES

Cold or wet weather conditions that do not permit a permanent asphalt pavement replacement will require a minimum 2" bituminous pavement patch prior to opening the area to traffic as a temporary measure until the permanent asphalt pavement replacement can be installed. This item shall be incidental to any work requiring such removal or asphalt and will be considered to be included in the unit price of the related item of work.

8.16 TEMPORARY RETENTION STRUCTURES

The Contractor shall determine the need to provide temporary excavation support (piling, sheeting, trench boxes, and/or shoring) to meet OSHA requirements as part of the bid and shall include all costs for such work in the appropriate bid item(s). Any other shoring necessary to complete the work, in accordance with OSHA requirements, will not be measured and paid for separately, but shall be included in the cost of the work.

Design calculations, plans and shop drawings for piling, sheeting and/or shoring shall be submitted in accordance with Special Provision 8.27.

8.17 STAKING WORK

In General Provision Subsection 109.20 Staking Work, first paragraph shall include:

Staking requirements shall include all structures, underground construction including storm drain and utilities, guard rail, retaining walls, privacy walls, noise walls, and sign locations.

Contractor is wholly responsible for the correct horizontal and vertical location of all project items. Items not constructed in the proper location will be removed and replaced in the correct location without additional cost to the project or time to the schedule.

8.18 DEWATERING

The work consists of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions; (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment; and (3) removing all such temporary works and equipment after their intended function is no longer required.

Diverting Surface Water

The Contractor shall install, maintain, and operate all cofferdams, channels, flumes, sumps, and all other temporary diversion and protective works needed to divert streamflow and other

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surface water through or around the construction site. Control of surface water shall be continuous during the period that damage to construction work could occur. Unless otherwise specified and/or approved, the diversion outlet shall be into the same drainageway that the water would have reached before being diverted.

The Contractor shall furnish the Engineer, in writing, a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required. Acceptance of this plan or the waiving of the plan requirement will not relieve the Contractor of the responsibilities related to this activity during the process of completing the work as specified.

Dewatering the Construction Site

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The Contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted.

The Contractor shall furnish the Engineer, in writing, a proposed plan for dewatering before commencing with any construction activity for which dewatering may be required. Acceptance of this plan or the waiving of the plan requirement will not relieve the Contractor of the responsibilities for completing the specified work.

Removal of Temporary Works

When temporary works are no longer needed, the Contractor shall remove and return the area to a condition similar to that which existed before construction. Areas where temporary works were located shall be graded for sightly appearance with no obstruction to natural surface waterflows or the proper functioning and access to the works of improvement installed. The Contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediment and debris that was trapped during construction.

Pipes, casings, and any other material used to dewater the site shall be removed from temporary wells. The wells shall be filled to ground level with clean gravel or other suitable material approved by the Engineer. The Contractor shall exercise extreme care to prevent pollution of the ground water by these actions.

Items of work for removal of water, diverting surface water, and dewatering construction sites and borrow areas are to be considered incidental and will not be paid for separately.

8.19 SOIL CONDITIONS

The Contractor assumes all risks connected with the surface and subsurface conditions actually encountered by him in performing the work; even though such actual conditions may result in the Contractor performing more or less work than he originally estimated. The Contractor shall perform whatever exploratory excavations and tests he deems necessary to determine the site conditions.

The Contractor shall utilize all suitable excavated material as approved by the Engineer for raising grades and backfilling the new construction. Additional imported material shall be a well

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graded non-expansive inorganic soil or as herein after specified. A geotechnical investigation report is available upon request.

8.20 PROTECTING AND REMOVING PLANTINGS

The Contractor shall protect all existing trees, shrubs and other plantings from above ground and root structure damage during the construction activities. Plantings which are considered to be slightly damaged shall be properly pruned and sealed according to accepted nursery practices. Unnecessary damage to plants or trees will subject the Contractor to cash penalties as determined by the Engineer. Where plantings are in conflict with new work, as determined by the City Forester (plantings in the public right-of-way) or by the inspector or owner (plantings on private property), the Contractor shall remove the planting.

In all cases, the proper planting season shall be observed to assure proper establishment and growth of the plantings.

Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Work shall be done only by a licensed Tree Service.

8.21 NOXIOUS WEED CONTROL

- a) *Equipment Cleaning and Inspection:* The Contractor shall ensure that all equipment moved onto the Project is free of soil, seeds, vegetative matter, or other debris that could contain or hold noxious weed seed. The Engineer will inspect all equipment prior to it being placed into service and may reject equipment that does not meet this specification.
- b) *Topsoil:* The area where imported topsoil is excavated and/or stored shall be free of noxious weeds.
- c) *Herbicide Applications:* Any areas infested with knapweed, thistle or other noxious weeds shall be spot sprayed with a combination of 2,4-D low volatile ester, oil soluble amine or water soluble amine formulations and dicamba in a tank mix. A blue spray pattern indicator shall be added to the tank mix of 2,4-D and dicamba in accordance to the manufacturer label.

Recommended rates are:

Dicamba – 1.2 liter per hectare

2,4-D – 2.3 liter per hectare

Herbicide shall be applied as a spot spray as directed by the Engineer and according to the most recent manufacturer label. Herbicide shall not be applied when raining or when rain is imminent in the area; around desirable plants when temperatures are expected to be above 29 degrees Celsius; when wind may cause spray to drift onto desirable plants; when areas are directly adjacent to water or desirable plants.

Locations to receive herbicide treatment shall be designated by City of Colorado Springs Streets Division. The Contractor shall meet with the City Representative a minimum of 2 weeks prior to herbicide operations to develop a weed management plan to determine the locations and treatment of noxious weeds.

Herbicide shall be applied to all areas infested with noxious weeds prior to stockpiling topsoil. Topsoil should not be scraped for a minimum of three days after application.

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Herbicide shall not be applied within 2 months of seeding. Knapweed and thistle shall be sprayed while in the rosette stage in the fall or early spring. Dicamba and 2,4-D shall be applied in locations directed by the Engineer.

All noxious weed control shall be considered incidental to the project and no payment will be made for the work.

8.22 UTILITIES

The size and location of all existing utilities as known to the Engineer have been noted on the plans for the information and guidance of the Contractor. The Contractor shall be responsible for the location and protection of all utilities located within his working area regardless of whether or not their existence or location is shown or noted on the drawings.

All overtime costs for inspection by City Utilities shall be at the Contractor's expense and will be billed directly from Colorado Springs Utilities to the Contractor.

It is the Contractor's responsibility to complete required work and to schedule inspections during normal working hours. The Contractor is responsible for contacting each affected utility for their inspectors' working hours. The Contractor is responsible to request an inspection two (2) working days in advance of the inspection. In the case of an overtime inspection, the request must be in writing. The City will not entertain any requests for time extensions for delays caused by the Contractor's failure to properly notify the affected utility of a required inspection or the Contractor's failure to complete the required work by the time of the scheduled inspection.

The accuracy of information furnished in the contract documents with respect to underground utilities is not guaranteed. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing mains and service laterals or appurtenances.

The relocation of the high pressure steel 42 inch water line includes special construction requirements. The proposed subcontractor that will construct the 42 inch waterline must be able to provide proof of significant experience with large (over 36 inch) steel waterline and valve replacement. See Waterline Subcontractor Special Provision for more information.

The Contractor shall notify all utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating horizontally and vertically utilities prior to any excavation. All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at the Contractor's expense.

City of Colorado Springs Utilities

Utility Problems or Questions	448-4800
Utility Notification Center of Colorado (UNCC)	800-922-1987

Miscellaneous Utility Services

Utility Notification Center of Colorado (UNCC)	800-922-1987
Engineering Division for Inquiries	385-5918

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At least forty-eight (48) hours prior to commencing excavation, the Contractor shall call UNCC at 1-800-922-1987 between the hours of 7:30 A.M. and 4:30 P.M., Monday through Friday, for information concerning the location of buried utilities in the area of construction.

Below is a Pre-Excavation Checklist which the Contractor shall follow prior to commencing construction on the project.

Pre-Excavation List

- _____ Utility Notification Center of Colorado (UNCC) called at least two (2) business days prior to construction at: 1-800-922-1987
- _____ Utilities marked and located on the ground
- _____ Employees briefed and knowledgeable on marking and color codes*
- _____ Employees trained on excavation and safety procedure for Natural Gas Lines
- _____ When excavation approaches gas lines, employees expose lines by careful probing and hand digging

Standard Utility Marking Color Code

Natural Gas	Yellow
Electric	Red
Water	Blue
Wastewater	Green
Communications	Orange

The Contractor shall be responsible for coordination and cost of all utility relocations indicated on the plans and not specified to be done by others. Utility locations shown on the plans are approximate.

The contractor shall coordinate work with various Utility companies and other construction taking place within project limits. Notify applicable Utility companies and other Contractors prior to commencing work, if damage occurs, or if conflicts or emergencies arise during work. No schedule extensions will be granted to the Contractor due to utility coordination issues. It is the responsibility of the Contractor to coordinate with utilities in advance to prevent impacts to the project schedule. The following utility companies are believed to have facilities within or near the project limits:

1. Gas: Colorado Springs Utilities
 - a. Contact Person: Anne Aldrich
 - b. Telephone: (719) 668-8707
 - c. Email: aaldrich@csu.org
2. 12" High Pressure Steel Gas Line: Colorado Springs Utilities
 - a. Contact Person: Jessica Nesvold

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- b. Telephone: (719) 668-3582
 - c. Email: jnesvold@csu.org
- 3. Water: Colorado Springs Utilities
 - a. Contact Person: Adam Baker
 - b. Telephone: (719) 668-4737
 - c. Email: abaker@csu.org
- 4. Waste Water: Colorado Springs Utilities
 - a. Contact Person: Adam Baker
 - b. Telephone: (719) 668-4737
 - c. Email: abaker@csu.org
- 5. Electrical Distribution: Colorado Springs Utilities
 - a. Contact Person: J.C. Butterfield
 - b. Telephone: (719) 668-5618
 - c. Email: jbutterfield@csu.org
- 6. Electrical Transmission: Colorado Springs Utilities
 - a. Contact Person: Jackie Brusoe
 - b. Telephone: (719) 668-4995
 - c. Email: jbrusoe@csu.org
- 7. Telecom: Colorado Springs Utilities
 - a. Contact Person: Wayne Rust
 - b. Telephone: (719) 668-3006
 - c. Email: wrust@csu.org
- 8. Fiber Optic: Colorado Springs Utilities
 - a. Contact Person: Bobby Bowers
 - b. Telephone: (719) 668-3997
 - c. Email: bbowers@csu.org
- 9. Fiber/Traffic: City of Colorado Springs
 - a. Contact Person: Rob Helt
 - b. Telephone: (719) 385-7603
 - c. Email: rhelt@springsgov.com
- 10. Communications: CenturyLink Communications
 - a. Contact Person: Patti Moore
 - b. Telephone: (719) 278-4681
 - c. Email: patti.moore@centurylink.com
- 11. Communications: ICG
 - a. Contact Person: Mark Dechant
 - b. Telephone: (719) 896-0519
- 12. Communications: AT&T
 - a. Contact Person: Tom Jakse
 - b. Telephone: (720) 289-5471
 - c. Email: tjakse@clearwaterconsulting.net
- 13. Television Cable: Comcast (Adelphia)
 - a. Contact Person: Jim Garcia
 - b. Telephone: (719) 442-4722
- 14. McLeodUSA Communications
 - a. Contact Person: Brandon Buck
 - b. Telephone: (719) 219-1790
 - c. Email: brandon.buck@paetec.com
- 15. 360 Networks

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- a. Contact Person: Patrick McCarthy
 - b. Telephone: (406) 310-0192
16. Level3
- a. Contact Person: Thomas Longan
 - b. Telephone: (303)326-7595
 - c. Email: thomas.longan@level3.com

The work described in the plans and specifications will require full coordination between the Contractor and Utility Companies while performing their respective operations, so the utility work can be completed with minimum delays to all parties concerned.

The Contractor shall be responsible for all gas, electric, water, and wastewater connection and tap fees as required by the project. These fees are not to be paid for separately but will be incidental to the work, except as otherwise specified.

The Contractor shall coordinate with residences and businesses affected by any sanitary sewer, electric, gas, or water service shut downs at least 48 hours prior to shut down.

The Contractor shall be responsible for coordinating the adjustment of all utilities on this project. The Contractor shall keep each utility company advised of any work being done to their facilities, so that each utility company can coordinate their inspections for final acceptance with the Engineer.

For utility work that is to be performed by a utility company, Contractor shall provide notice to the utility company that the site is ready for the utility work. The written notice, with a copy to the Engineer, shall be given a minimum of three weeks prior to the requested start of the utility work.

The Contractor shall provide, at the preconstruction conference, a detailed description of the proposed utility coordination program for the project. The program will describe the steps that will be taken to avoid delays in the event that unknown or differing conditions are encountered during construction. The program shall address both public and private utilities. The program shall be submitted to both the affected utilities and the Engineer immediately following the Notice to Proceed for review and approval. Furthermore, any claims made for delay of critical path schedule, shall be submitted immediately to the Engineer.

8.23 PROTECTION OF UTILITIES

In General Provision Subsection 109.13 Protection of Utilities, delete paragraph 'f' and replace with the following:

- f) *Comcast*: The television utilities are to be relocated by Comcast. The Contractor shall coordinate the work with Comcast.

8.24 COORDINATION OF UTILITIES

Coordination of utilities shall be deemed high priority work on the project. All utility work will be coordinated with the City, the Engineer, Colorado Springs Utilities, and private utility companies at a minimum.

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Coordination shall include designation of a Utility Coordinator by the Contractor. The Utility Coordinator shall have at least 10 years of experience working in the utility industry, preferably with Colorado Springs Utilities projects. The Coordinator shall have a working knowledge and understanding of all of the utilities on the project and the required relocations. He should be aware of all utilities that need to be protected in place and know how the protection will take place. The Coordinator shall have in his possession, know, and understand Colorado Springs Utilities specifications and requirements. The Utility Coordinator shall have a designated Assistant. Either the Coordinator or his Assistant shall be on the project site at all times during construction of or around utilities. Responsibilities include being the single point of contact at all times with subcontractors, the City, the Engineer, Colorado Springs Utilities, and private utilities for construction related issues. The Coordinator shall maintain a contact list of all utility company personnel along with after-hours contact information. Additional responsibilities include involvement and direction of shop drawings and other activities requiring approval, utility related pay estimates, verification of quality of installed product, and general communication regarding utilities. The Utility Coordinator will be responsible for scheduling and holding weekly utility coordination meetings with the Engineer, Springs Utilities representatives, the Assistant, and all applicable subcontractors. Weekly meetings shall continue until such time as the Engineer deems it acceptable to discontinue the meetings.

The Engineer and Colorado Springs Utilities will each designate a project utility coordinator that will be responsible for working with the Contractor's utility coordinator. The intent of designated utility coordinators for each entity is to maintain communication between the three coordinators and prevent communication breakdown amongst the multiple parties involved.

The Contractor is responsible for all decisions and direction of utility construction including subcontractors. Decisions or directions made in the field without approval by the Engineer, including those by other City agencies such as Colorado Springs Utilities, are the sole responsibility of the Contractor. No allowance will be given for field changes made without approval by the Engineer. The City, not Colorado Springs Utilities, will have final approval of all utility related decisions made during construction requiring a change order.

All utility coordination activities required herein shall be considered incidental to the work and not paid for separately.

8.25 WATERLINE SUBCONTRACTOR

The City of Colorado Springs and Colorado Springs Utilities (CSU) has determined that the subcontractor proposed for the 42" waterline relocation is of significant importance for the successful completion of this project. The proposed subcontractor must be able to provide documentation, acceptable to the City, that they have the company history, personnel, qualifications, and experience necessary to demonstrate that they meet or exceed the following requirements listed below in 8.25.1.

If the offeror proposes a waterline subcontractor that does not meet or exceed these requirements they must replace that subcontractor with an acceptable waterline subcontractor at no additional cost.

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CSU has four contractors that have been prequalified through their prequalification process:

Garney Construction
Bill Williams
7911 Shaffer Parkway
Littleton, CO 80127
bwilliams@garney.com
Office 816-741-4600 Ext. 461
Mobile: 719-423-0200
Fax: 303-791-1801

Layne
Kevin Strott
1775 E. 69th Ave.
Denver, CO 80229
KevinStrott@Layne.com
Office 303-287-7700
Fax: 303-287-1790

Western Summit
Margo Waisanen
Business Development Manager
WESTERN SUMMIT CONSTRUCTORS, INC.
160 Inverness Dr. West, Suite 110, Englewood,
CO 80112
Office - (303) 298-9500 Cell - (720) 514-1358

BT Construction
Cathy Chandler
9885 Emporia Street
Henderson, CO 80640
Office 303-469-0199
Mobile: 303-210-2920
Fax: 303-466-8309

8.25.1 The proposed waterline subcontractor must be able to provide documentation that they meet or exceed the following minimum requirements. This documentation will be requested during the evaluation process.

1. That this subcontractor, any of subcontractor's owners, or any entity in which subcontractor has been a part has not been involved in a bankruptcy or reorganization proceeding.
2. That there are not any judgments, claims, arbitration proceedings, or lawsuits pending, outstanding, or threatened to which this organization, or an office or partner in this organization, has been a party.
3. That this organization, or an office or partner of this organization, filed any lawsuits, or requested arbitration proceedings with regard to any work performed in the last five years.

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4. That this organization, or any office or partner of this organization, ever failed to complete a construction contract operating as this organization or any other organization.
5. Upon request must provide references for completed projects, to include descriptions of water main projects completed in the last five years that are similar in scope to this project and include the name of project, name of customer, point of contact, design engineer, address, telephone number, description of work performed, awarded contract cost, change order amounts, original schedule for substantial completion and actual completion date with explanation of delays, and any unique project requirements. The referenced projects must show successful completion and meet the following requirements:
 - a. Demonstrate relevant company experience, within the last five years, of a minimum of three water main construction projects of 36" or larger welded steel water mains. Qualifying projects must have been principally pipeline projects. Large infrastructure projects with ancillary pipeline work will not be considered as qualified projects.
 - b. Demonstrate relevant company experience, within the last five years, of at least one water main construction project of 42" or larger welded steel water main of 5000 lineal feet or greater.
 - c. Demonstrate the satisfactory completion as a general contractor or subcontractor of a pipeline project with a construction cost of \$3 million or greater within the last 5 years.
 - d. Demonstrate experience within the last 3 years of construction of concrete vaults, concrete reverse anchors, installation of butterfly valves and other appurtenances on water mains of a minimum 36" diameter.
 - e. Demonstrate experience within the last 3 years of construction of a pipeline, 2,000 feet or longer in a high traffic urban area involving utility conflict resolution, and traffic control.
 - f. Demonstrate the ability to complete critical water main projects on schedule.
6. Provide a list of proposed welders or welding firm proposed for construction of the 42" water main.
7. Provide resumes and qualifications of key personnel to be utilized on the 42" inch water main relocation to include Project Manager and Superintendent. Demonstrate a minimum of five years relevant experience with construction of 36" and larger welded steel water mains. Subcontractor shall provide evidence that the Field Superintendent submitted above is employed full time with the subcontractor firm.
8. Demonstrate ownership of adequate equipment to excavate and construct a welded steel pipeline at two locations simultaneously. Provide an equipment list, pictures of equipment, and description of maintenance procedures.
9. Demonstrate adequate understanding and ability to comply with the Colorado Springs Utilities' customer service philosophy by providing its approach to customer service and the public interaction processes.
10. Demonstrate a detailed understanding of the construction sequence of a 36" or greater water main for a short duration (e.g. 3 days or less) shutdown including pre-shutdown planning through restoration of service. Provide a written narration of the process.

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11. Will be required to submit an approved Colorado Springs Utilities' safety prequalification form. Provide EMR rating. Submit current and past OSHA violations. Provide documentation that company has not had any recorded employee fatalities within the last 3 years.

8.26 FORTY-TWO INCH TRANSMISSION WATERLINE

The 42-inch transmission waterline relocation as shown in the project plans requires special qualifications, planning, scheduling, personnel, and equipment. The shutdown of the pipeline that is required as part of the relocation is of a critical nature. This facility is the primary water supply to a large portion of the north end of the City. It carries 24 million gallons of water per day on average and up to 60 million gallons of water per day at peak demand. It is an approximately 300 psi, high-pressure, welded-steel pipeline and was constructed in the 1960's. It serves both domestic and commercial customers, and provides fire protection to approximately one-third of the City of Colorado Springs. While this waterline is out of service, there are limited options for replacement water to the north end of Colorado Springs. The shutdown time is limited by the reduced flows when this line is out of service, and the amount of water in storage tanks and their estimated time of depletion.

Due to the critical nature of the shutdown of this facility, for the installation of the wyes and valves on the 42" waterline, special requirements have been set by the City and Colorado Springs Utilities (SU) for its operation and relocation. The shutdown shall not exceed 120 hours from the first turn of the valves to isolate the 42" waterline, to the last turn of the valves to reconfigure the 42" waterline to its original state, after completion of the tie ins.

The 120 hour shutdown is comprised of:

- 2 hrs for the shutdown of the 42" waterline, closing of valves (by SU)
- 23 hrs for the draining and de-chlorination of the existing 42" waterline (approx. 600,000gallons) (by SU)
- 74 hrs for work on the pipeline (The start of the 74 hr period will begin when the SU Inspector gives clearance to the contractor that the 42" waterline is drained and can be cut.) (The end of the 74 hour period will be when the SU Inspector determines the work to the 42" waterline has been completed as defined below, and gives the order to safely begin refilling and recharging the 42" line.) *
- 13 hrs to fill and recharge the 42" waterline (by SU)
- 8 hrs for flushing and opening of valves to reconfigure the 42" waterline to its original state. (by SU)

The following conditions must also be met as part of the construction efforts on the 42" waterline:

1. The shutdown of the 42-inch water line must be completed between January 1 and February 28.
2. The contractor must give two weeks written notice of the scheduled start of the shutdown
3. The contractor must also give 48 hours written notice of the scheduled start of the shutdown.
4. The City and Colorado Springs Utilities retain the right to postpone for any reason the start of the shutdown with notice to contractor at least 24 hrs prior to the scheduled start of shutdown.

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5. In order to address safety concerns on the welding of the interior joints of the easterly wye, SU will provide a double blocking of valves by shutting down an additional section of the water distribution system for up to 7 hrs during night time hours only.
6. The contractor will have 74 hours from completion of the draining of the pipe to complete the new 42" pipeline, valves and connection to the existing 42" pipeline, valves and appurtenances.
7. Additional requirements and stipulations for the construction of the 42" waterline are referenced on the construction drawings on sheets SU 3 and SU 6
8. All overtime work performed shall be subject to charges for inspection by Colorado Springs Utilities as defined in Utilities Line Extension and Service Standards 2009 (chapter 2 pg 4 section c)

The City will supply the following equipment and material items required for construction of the 42" waterline identified as EMP (Equipment and Material Pre-purchase) Items:

1. EMP Item #1: Vanessa Butterfly valves: 42", 16", 8"
2. EMP Item #2: Welded Steel Pipe – Mid America Pipe Fab & Supply
3. EMP Item #3: Vent-O-Mat ARVs
4. EMP Item #4: 16" Pressure Reducing Valve (PRV) Cla-Val
5. EMP Item #4A: 8" Pressure Reducing Valve (PRV) Cla-Val
6. EMP Item #5: Dismantling Couplings Romac – 42", 16" and 8"
7. EMP Item #6: 8" Flanged Apollo ARV isolation valves
8. EMP Item #7: 16" E&H Promag Mag Meter at PRV
9. EMP Item #8: 16" and 8" Dezurik Flanged BFVs, Class 250 lb. with ANSI flange drilling
10. EMP Item #9: DIP Restrained Joint Pipe (Boltless) McWane TRflex
11. EMP Item #9A: DIP MJ Fittings and Restraining Harness Tyler Union

Note: Valves and pipe will be available for pickup by the contractor at Colorado Springs Utilities' facility located at Pinello Ranch, 4950 Hwy 85-87. All loading and handling, unloading, storage at the jobsite and protection of these items is the responsibility of the contractor.

The contractor is required to submit a detailed construction approach and schedule for the 42" waterline within 60 days of Notice to Proceed. The schedule shall be daily and shall include all elements of construction up to the shutdown of the waterline including installation of vaults and valves, draining of pipes, flushing and disinfecting of pipes, re-filling of pipes, and system reconfiguration to re-establish flow. The schedule shall be hourly from the shutdown time to the recharging of the line. Operation of valves, draining of the pipe, and disinfection and refilling of the pipe will be conducted by Colorado Springs Utilities.

The contractor may provide an alternative plan, following the requirements herein, to construct the waterline tie-in which may save time or money. Approval of any alternative plans shall be at the sole discretion of the City and Colorado Springs Utilities.

Due to the critical nature of the 42-inch water main as described above, the schedule for the work is critical and implementation of emergency measures may be necessary should the shutdown extend beyond the scheduled duration. As a result, liquidated damages shall be applied by the hour to the 42" waterline construction for each hour over the 74 hour limit that the pipeline is shutdown and available for the tie-in work. It is imperative to the public health and welfare that the line be fully recharged and operational within the 120 hour period. It is estimated, based on a test shut down of the line conducted in February 2009 that the draining

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and refilling operations will take approximately 46 hours. The liquidated damages shall be applied at a rate per hour, starting 74 hours after the water line is released to the contractor to be cut, in accordance with the following table:

Completion Delay Time (hours)	Liquidated Damages (\$/hour)
1 - 24 hours	\$150.00/hour
25 - 48 hours	\$250.00/hour
49 hours – Completion*	\$500.00/hour

*Completion of the construction of the 42" connection to the existing 42" waterline configurations during the 74 hour portion of the 120 hour shutdown are defined in the construction drawings on sheets SU8, SU 13, SU 14 and associated drawing notes. Once SU Inspector is satisfied that the project has reached completion, the order to start the 13 hour refilling and recharging, 8 hour flushing and system reconfiguration process will be given by the SU Inspector.

8.27 SHOP DRAWINGS AND SUBMITTALS

The selected contractor will participate in utilizing Centric Project for project management and collaboration effort with City and consultant staff. The City will provide user access to the selected contractor during the construction contract award process.

The City of Colorado Springs will require the use of this web-based project management tool in order to streamline project management, facilitate the appropriate distribution of information, and manage the communication needs of the project between participating City, contractor and consultant staff.

At a minimum this system will be used by the selected contractor, consultant and City staff to post, review, track, and approve items such as:

- Schedules
- Requests for Information (RFI's),
- Submittals
- Shop drawings
- Change orders
- Materials testing data
- Project pay estimates
- Project photos
- Meeting agenda and minutes

All documents submitted by the contractor shall be submitted in electronic format.

In General Provision Subsection 109.23 Shop Drawings and Submittals, delete the first sentence in the first paragraph and replace with the following:

The Contractor shall submit to the Engineer all shop drawings, working drawings, and submittals in a timely manner, considering the 14-day review period for shop drawings. Colorado Springs Utilities review of submittals requires a minimum of 21 days. At no time shall shop drawings be submitted less than 30 days prior to anticipated construction of that element. The Contractor shall submit to the Engineer all project schedules within 21 calendar days of Notice of Award for review. The Contractor shall include Engineer

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review time in the work schedule. Failure of the Contractor to deliver submittals in sufficient time for the Engineer's review shall not constitute a delay on the part of the City. Submittals which may require a review beyond the first submittal shall not constitute a delay on the part of the City. Shop drawings and submittals shall be at a minimum of those items listed in Table 109-1 and 109-2 and any other additional submittals which may be required by the Engineer. The submittals shown in the tables are not all inclusive. Other submittals may be required.

In General Provision Subsection 109.23 Shop Drawings and Submittals, delete the first sentence of the second paragraph and replace with the following:

One electronic (scanned) copy of all shop drawings, and schedules shall be submitted to the Engineer, who after checking will return an electronic (scanned) copy of the submittal to the Contractor. These submittals and responses shall be done in the City's Centric Project system. Colorado Springs Utilities may require additional copies for components that may be reviewed by CSU. Contractor shall not begin work until shop drawings and schedules are approved by the Engineer.

General Provision Subsection 109.23 Shop Drawings and Submittals shall include the following:

Shop Drawings, Working Drawings, Other submittals, and Construction Drawings.

- a) *Shop drawings, Working Drawings, and Other Submittals - General.* All work shall be performed in accordance with the plans, reviewed shop drawings, working drawings, or other submittals. Specific requirements for the required shop drawings, working drawings, and other submittals for this project are contained in the specifications.

The Contractor shall be responsible for the accuracy of all dimensions and quantities shown on the shop drawings, working drawings, and other submittals. The Contractor shall correlate all information in the Contract, in the submittals, and in all revisions at the project site to insure that there are no conflicts and that the work can be constructed as shown. The Contractor shall be responsible for all information that pertains to the fabrication processes and methods of construction.

Shop drawings, working drawings, and other submittals shall be delivered to the Engineer. The Contractor shall notify the Engineer, in writing, at the time of submittal of shop drawings, working drawings, and other submittals, of any information submitted that deviates from the requirements of the plans and specifications. In addition, specific notation of the deviations or changes from the plans and specifications shall be placed on the shop drawing, working drawing, or other submittal.

The first sheet or page of each set of shop drawings, working drawings, and other submittals shall be reviewed by the Contractor for conformance with the other work on the project, and stamped with a stamp indicating his review of the submittal. Submittals shall be made in complete packages which will allow the Engineer to properly review them for general compliance with the Contract and to effectively evaluate the proposed methods of construction. The allowed time for review shall not begin until such submittals are complete.

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The format of the shop drawings, working drawings, and other submittals shall be as follows:

1. All manually drafted shop drawings and working drawings shall be either 34 inches long by 22 inches wide overall, or 17 inches long by 11 inches wide overall. There shall be a 2-inch margin on the left side of the sheet and a ½ inch margin on the other three sides. A blank space, 4 inches long by 3 inches wide, shall be left available near the lower right-hand corner of shop drawings, for the Engineer's review stamp.
2. A title block shall be located in the lower right-hand corner of each sheet, and shall show the project number, structure name, contents of the sheet, designer/engineer, sheet number, and revision number.
3. Design notes, calculations, lists, reports, descriptions, catalog cuts, and other on-drawing submittals shall be submitted on 8½ inch by 11 inch sheets.
4. The shop drawings, working drawings, other submittals and all revisions shall be signed and sealed for the Contractor, by a professional engineer registered in the state of Colorado when required by the specifications. Submittals without the required signature and seal will not be accepted and will be returned to the Contractor without action.

Table 109-1 summarizes the minimum required submittals and is included at the end of this subsection. Table 109-1 lists submittals in one location for information. The table clarifies the type of submittal and whether the Contractor's Engineer must sign and seal the submittal. Table 109-1 may not be all inclusive. The Contractor shall provide all submittals required by the Contract, including those not listed in the table.

Table 109-2 summarizes the minimum required submittals for utilities and is included at the end of this subsection. Table 109-2 lists submittals in one location for information. The table clarifies the type of submittal and whether the Contractor's Engineer must sign and seal the submittal. Table 109-2 may not be all inclusive. The Contractor shall provide all submittals required by the Contract, including those not listed in the table.

- b) *Shop Drawings.* The Contractor shall provide shop drawings to adequately control the work. The Contractor shall submit shop drawings to the Engineer for formal review.

The Engineer will review the shop drawings to evaluate that general conformance with the design concept and that general compliance with the information given in the plans and specifications has been achieved. The review does not extend to accuracy of dimensions, means, methods, techniques, sequences, schemes, procedures of construction, or to safety precautions. The review by the Engineer is not a complete check. Review of the shop drawings does not relieve the Contractor of the responsibility for the correctness of the shop drawings. All work done prior to the Engineer's review of shop drawings shall be at the Contractor's sole risk.

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The Engineer may request additional details and require the Contractor to make changes in the shop drawings which are necessary to conform to the provisions and intent of the plans and specifications without additional cost to the project.

After review, the Engineer will return three sets of shop drawings, for use by the Contractor and the Fabricator or Supplier. Returned shop drawings will be stamped with the Engineer's review stamp to indicate one of the following:

h No Exceptions taken	Shop drawings have been reviewed and do not require resubmittal.
i Make Corrections Noted	Shop drawings have been reviewed and the Contractor shall incorporate the comments noted in the shop drawings into the work. The shop drawings do not require resubmittal.
e Revise and Resubmit	Shop drawings require correction or redrawing and shall be resubmitted for review. Corrections shall be made and the shop drawings shall be resubmitted by the Contractor in the same manner as the first submittal. Specific notation shall be made on the shop drawing to indicate the revisions.
r Rejected	Submittal may or may not have been reviewed, but does not meet the minimum requirements for a review. Rejected submittals shall be repackaged and resubmitted after the submittal meets minimum requirements for review.
o Submit Specified Item	Shop drawings have been reviewed and are not approved without the submittal of the specified item. Engineer is not responsible for project delays when additional items are required for approval.

the Engineer's review of each submittal will not exceed 14 days after a complete submittal of shop drawings is received by the Engineer, except reviews performed by Colorado Springs Utilities which will not exceed 21 days. It is the intent of these specifications that no more than one submittal of shop drawings shall be required for any one particular item. If additional submittals are required by actions of the Contractor, resulting delays shall be the responsibility of the Contractor. If additional submittals are required by the Engineer's actions or if shop drawing review is delayed by the Engineer, and if the resulting delay is material to the project schedule critical path, the Contractor may request an extension of time equal to the number of days exceeding the 14 or 21 day review per submittal for review performed by the Engineer.

All revisions made to the shop drawings after the Engineer's initial review process require re-submittal and will be required to follow time frames as set forth for the initial submittal.

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- c) *Working Drawings.* The Contractor shall supplement the plans with working drawings to detail the construction or to provide the Engineer with information on the proposed methods of construction. Unless otherwise specified, the Contractor shall submit six sets of working drawings to the Engineer for information only, who after acknowledging receipt of the working drawings, will retain three copies and return three copies to the Contractor. These drawings will not be formally reviewed by the Engineer. The Contractor shall submit working drawings to the Engineer 21 days before the start of work.
- d) *Other Submittals.* Other submittals shall be prepared and submitted by the Contractor as defined for working drawings. Unless otherwise specified, two copies shall be submitted to the engineer for information only. The plans or specifications will indicate which submittals require formal review by the Engineer. One record set of all design work performed by the Contractor's Engineer shall be submitted to the Project Engineer.
- e) *Construction Drawings.* The Contractor shall keep one set of plans, reviewed shop drawings, working drawings, and other submittals available on the project site at all times. This set shall be defined as the construction drawings." The Contractor shall note on these construction drawings all changes and deviations from the work shown on the plans, shop drawings, working drawings, and other submittals. The construction drawings shall be kept current as the work progresses and notations shall be made within seven days of the change or deviation. Requests for Information (RFIs) and the answer/response shall be attached to the construction drawings.
At the completion of the project, the first sheet or page of each set of construction drawings shall be stamped "As Constructed" and signed by the Contractor.
- Upon completion of the work and prior to final payment, the construction drawings shall be submitted to the Engineer.
- f) Furnishing the shop drawings, working drawings, construction drawings, and other submittals will not be measured and paid for separately, but shall be included in the work.
- g) Failure of the Contractor to comply with the requirements for shop drawings, working drawings, other submittals, and construction drawings may be considered unsatisfactory contract progress. Monthly progress payments may be withheld until the requirements are met.
- h) Except as specifically noted, all time required for review of shop drawings, working drawings, and other submittals shall be included in the work and shall not be the basis for any claim for a time extension or monetary adjustment except as provided for herein.

Table 109-1

Summary of Contractor Submittals (not all-inclusive)

SPEC SECTION	DESCRIPTION	TYPE	CONTRACTOR P.E. SEAL REQUIRED?
504	Retaining Walls	Shop Drawing	Yes
504	Soil Nail Walls	Shop Drawings	Yes

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SPEC SECTION	DESCRIPTION	TYPE	CONTRACTOR P.E. SEAL REQUIRED?
514	Pedestrian and Bikeway Railing	Working Drawing	No
514	Safety Railing	Working Drawing	No
602	Reinforcing Steel	Shop Drawing	No
607	Sound Walls	Working Drawing	No
613	Light Standards	Working Drawing	Yes*
614	Traffic Signal Pole (Mast Arm)	Shop Drawing	No
614	Traffic Signal Pedestal Pole	Working Drawing	No
614	Traffic Signal Equipment	Working Drawing	No

* A PE seal is required where the Contractor has provided the design for the item, or performed engineering to modify the details shown on the plans. The PE seal is not required where complete details are provided on the plans or within the specifications.

Table 109-2

Summary of Contractor Submittals - Utilities

BID ITEM NO.	DESCRIPTION	TYPE	P.E. SEAL REQUIRED?
	02643 Water Pipeline Testing and Disinfection	Testing schedule, Chlorinated water disposal plan, Disinfection and Bacteriological reports. See 02643, 1.03	
	02650 Utility Service Connections	Record drawings of service connections. See 02650 1.02	
	02660 Steel Pipe, Polyurethane Lined and Taped Coated	Shop drawings, Certification. See 02660, 1.03	
	02662 Steel Pipe – Fabricated Specials	Shop drawings, Design calculation, Certification. See 02662, 1.03	

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BID ITEM NO.	DESCRIPTION	TYPE	P.E. SEAL REQUIRED?
	02664 Butterfly Valves	Shop drawings, Performance data, Instructions, Test reports. See 02664, 1.02	
	02668 Pipeline Appurtenances	Catalog data. See 02668, 1.03	Yes - for calculations
	03400 Precast Concrete Vaults	Shop drawings, Concrete data, Appurtenances product data. See 03400, 1.02	
	03610 Flowable-Fill	Mix design. See 03610, 1.03	
	09870 Pipe Exterior Tape Coating	Material data, Samples Mfr recommendation and instruction. See 09870, 1.03	Yes – for shop drawings
	09874 Polyurethane Pipe Lining	Product data and QC forms. See 09874, 1.05	
	09878 Painting	Product data and Instructions. See 09878, 1.05	

*A PE seal is required where the Contractor has provided the design for the item, or performed engineering to modify the details shown on the plans. The PE seal is not required where complete details are provided on the plans.

8.28 RIGHT OF WAY MEMORANDUMS OF AGREEMENT

Memorandums of Agreement (MOA) have been signed by each of the property owners affected by the project. It is the responsibility of the contractor to follow the agreements and requirements as set forth in the MOAs for each of the property owners on the project. In most cases, the agreements have been implemented into the project plans and specifications. However, the contractor is not relieved of completion of the work if the work required by an agreement is not shown in the plans or specifications. A copy of the MOAs will be available at the Engineer's project office.

8.29 TESTING OF MATERIALS

The term "Quality Control" or "QC" refers to the tests that are conducted by and on behalf of the Contractor. QC staff is hired and paid by the Contractor. The term "Quality Assurance" or "QA" refers to the tests that are conducted by and on behalf of the owner, or City. QA staff is hired and paid by the City. The results of QA tests shall be used to determine whether the Contractor is in compliance with the plans and specifications. On this project, QA tests will be conducted in accordance with the *2014 CDOT Field Materials Manual*, including the QA frequency schedule. The Contractor shall not direct nor rely upon QA staff for tests outside the scope of QA testing for QC purposes.

All materials used shall meet all quality requirements of the Contract. The Contractor shall comply with the requirements of the special notice to contractors contained in the *2014 CDOT Field Materials Manual*, including notifying the Engineer of the proposed sources of materials at least two weeks prior to delivery.

8.30 WORKPLACE VIOLENCE

If a representative or employee of the Contractor, or a subcontractor, commits an act of workplace violence on the project, he shall be sanctioned as provided by the Contractor's employment policies and, where appropriate, shall be reported to law enforcement authorities. At the request of either the Contractor or the Engineer, the Engineer and the Contractor shall meet to discuss appropriate actions to be taken against the representative or employee. Appropriate action may include removing the representative or employee from the project. If removal is warranted and the Contractor fails to remove the representative or employee, the Engineer may suspend the work by written notice until compliance is achieved.

8.31 PAYMENT FOR MATERIAL ON HAND (STOCKPILED MATERIAL)

Payments may be made to the Contractor for materials to be incorporated into the work as evidenced by invoices or cost analyses of material produced on the project subject to the following:

- a) The material has been fabricated or processed and is ready for installation into the project and conforms to the requirements of the Contract. The Contractor shall provide the Engineer with a monthly accounting of all materials stockpiled on the project for which stockpiled payment is being requested and certification of compliance that the materials conform to the requirements of the Contract. This monthly accounting shall include the specific location of materials, the amounts of materials stockpiled, the amounts of materials incorporated into the work, and the net amounts of materials for which stockpile material payment is being requested.

Payment for stockpiled structural steel (unfabricated milled plate) may be made subject to the following additional conditions:

1. The plan quantity of structural steel shall exceed one million pounds.
2. The structural steel shall have been delivered to the Contractor's fabrication plant.
3. The material conforms to the requirements of the Contract.
4. Payment shall not exceed 60 percent of the certified invoice cost of the structural steel.

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- b) The material is stored on the project, on City owned property, or at an acceptable secured location within the City of Colorado Springs. In the latter case, the Contractor shall provide a document signed by the owner and lessee of the property establishing that the City has a vested interest in, and the right of access to and possession of the material. The material shall be clearly identified for the City project.

If the material is structural steel (either completely fabricated or unfabricated milled plate), it is stored on the project, stored on City owned property, or identified and stored separately from all other lots of similar material in acceptable storage places. In the latter case, the Contractor shall provide a document signed by the owner and lessee of the property establishing that the City has vested interest in, and the right of access to and possession of the structural steel. When the structural steel is stockpiled outside the City of Colorado Springs, the Contractor shall reimburse the City for all costs incurred to verify the quantity of the material, conformance to contract requirements, and proper storage.

- c) The Contractor provides the Engineer with a written cost analysis which confirms that the balance of funds in the corresponding items is sufficient to complete the installation. Partial payments will not exceed 85 percent of the contract unit price for the item or 100 percent of the certified invoice cost of the stockpiled material, whichever is less.
- d) The Contractor shall provide the Engineer with a certified invoice.

Payment for stockpiled materials will not relieve the Contractor of responsibility for loss or damage to the material. Payment for living plant materials, perishable materials, or materials which will not become an integral part of the finished project will not be made under this subsection.

8.32 BUY AMERICA REQUIREMENTS

The Contractor shall maintain a document summarizing the date and quantity of all steel and iron material delivered to the project. The document shall show the pay item, quantity of material delivered to the project, along with the quantity of material installed by the cutoff date for the monthly progress payment. The summary shall also reconcile the pay item quantities to the submitted Buy America certifications. The Contractor shall also maintain documentation of the project delivered cost of all foreign steel or iron permanently incorporated into the project. Both documents shall be submitted to the Engineer within five days of the cutoff date for the monthly progress payment. A monthly summary shall be required even if no steel or iron products are incorporated into the project during the month. The summary document does not relieve the Contractor of providing the necessary Buy America certifications of steel and or iron prior to permanent incorporation into the project.

8.33 DETERMINATION AND EXTENSION OF CONTRACT TIME

The contract time is stated in the Invitation for Bid. The contract time will be used to determine the Contract Completion Date.

- a) *Time Count Contract.* When the contract time is on a working day or calendar day basis, the Engineer will furnish the Contractor a weekly statement showing the number of days assessed for the preceding week and the number of days remaining for completion of the Contract. If the Contractor is in disagreement with the current weekly

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statement, the Contractor shall submit a request for review of the current weekly statement. Such request shall be made within 30 calendar days of the receipt of the statement and shall detail the reasons the statement is believed to be incorrect.

When final acceptance has been made by the Engineer as prescribed in General Provision Subsection 110.06, the daily time charges will cease on working day and calendar day projects.

1. *Working Day Contract.* When the work is on a working day basis, one whole day of contract time will be assessed for each working day on which the work can be effectively prosecuted during six hours or more of the day. One-half day will be assessed for each working day on which the work can be effectively prosecuted for at least two hours but less than six hours of the day. Contract time will not be assessed when the work can be effectively prosecuted for less than two hours. Saturdays, Sundays, and holidays will be assessed as working days when the Contractor utilizes such days for prosecuting the work.
 2. *Calendar Day Contract.* When the work is on a calendar day basis, one calendar day of contract time will be assessed for each calendar day from the date that Contract time starts including Saturdays, Sundays, and holidays. Less than full time charges may be made on those days when conditions, which are beyond the control of and unknown to the Contractor, make it impossible to prosecute the work on items controlling the completion of the work with full, normal efficiency. Less than full time charges may be allowed for inclement weather only when the Engineer directs the Contractor not to work for the safety of the traveling public. When less than full time charges are to be assessed, the following procedures will be followed: One whole day of contract time will be assessed for each calendar day on which the work is prosecuted during six hours or more of the Contractor's daily working schedule; one-half day will be assessed for each calendar day on which the work is prosecuted for at least two hours but less than six hours of the day; contract time will not be assessed when the work is prosecuted for less than two hours.
- b) *Completion Date Contract.* When the Contract specifies a completion date, all work under the Contract shall be completed on or before that date. No extension of the completion date will be allowed for inclement weather, foreseeable causes, or conditions under the control of the Contractor. If all work under the Contract is not completed on or before the specified completion date, contract time will be assessed for each additional calendar day in accordance with Special Provision Subsection 8.30 (a) 2.
- c) *Delay.* Delay is defined as any event, action or factor that extends the time for the performance of the work.
1. *Excusable Delay.* A delay that was beyond the Contractor's control and not caused by the Contractor's fault or negligence, and for which a contract time extension may be granted.
 - (i) *Compensable Delay.* An excusable delay caused by the City for which the Contractor may be entitled to additional monetary compensation. Monetary

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compensation for such delays will be made in accordance with General Provision Subsection 109.04.

- (ii) *Noncompensable Delay*: An excusable delay for which the Contractor may be entitled to an extension of contract time but no additional monetary compensation. Contract time allowed for the performance of the work may be extended for delays caused by acts of God, acts of the public enemy, fires, floods, area wide strikes, freight embargoes, unusually severe weather, or delays not caused by the Contractor's fault or negligence.
- 2. *Nonexcusable Delay*: A delay that was reasonably foreseeable or within the control of the Contractor for which no monetary compensation or contract time extension will be granted.

Delays in delivery of materials or fabrication scheduling resulting from late ordering, financial considerations, or other causes that could have been foreseen or prevented will be considered nonexcusable delays. However, delays caused by fuel shortage or delay in delivery of materials to the Contractor due to some unusual market condition caused by industry-wide strike, national disaster, area-wide shortage, or other reasons beyond the control of the Contractor which prevent procurement of materials or fuel within the allowable contract time limits will be considered excusable delays.

- d) *Extension of Contract Time*. The Contractor's claim that insufficient contract time was specified is not a valid reason for an extension of contract time.

If the Contractor finds it impossible for reasons beyond the Contractor's control to complete the work within the contract time, as specified or extended, a written request for extension of contract time shall be submitted to the Engineer in two parts. The first part shall be a written notice submitted within seven days of the occurrence of a delay to the prosecution of the work. The notice shall contain a description of the activity which is delayed and information with appropriate documentation concerning the nature and cause of the delay.

The second part shall be a formal request by the Contractor for an extension of contract time which shall be submitted within 30 days of the initial notice. This part of the request shall be accompanied by evidence supporting the request. Such evidence shall demonstrate the following:

- 1. The cause for the delay is allowable for consideration of a contract time extension under the terms of the Contract.
- 2. The cause for the delay is allowable for consideration of monetary compensation under the terms of the Contract (to be submitted only if the Contractor is seeking monetary compensation for the delay).
- 3. The delay has or will make it impossible for the Contractor to complete the work by the specified completion dates without taking steps to accelerate the work.
- 4. A schedule revision as defined in General Provision Subsection 105.02 shall accompany the request. The Schedule as revised shall clearly indicate that the activity or activities delayed were critical or have become critical due to the delay. For the purpose of these specifications, an activity shall be considered critical if all previously available float time has been used, and this delay will directly delay the

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Contract Completion Date. Float time is the length of time that an activity can be delayed without affecting the Contract Completion Date.

The Engineer's determination as to the extension of contract time to be allowed will be based on the current Schedule in effect at the time of the alleged delay, the supporting evidence submitted by the Contractor and any other relevant information available to the Engineer. The impact of the delay shall be reflected in the Schedule by adding activities or extending the duration of the affected activities, and, if appropriate, adjusting the Contract Completion Date. Delays in activities which, according to the current Schedule, do not affect the final Contract Completion Date will not be the basis for a change in the Contract Completion Date. If the Engineer grants an extension of the contract time, the Contract Completion Date as extended shall be in effect as though it were the contract time originally specified in the Contract.

8.34 LIQUIDATED DAMAGES

The liquidated damages for this project shall be \$5,500 per day.

8.35 ON THE JOB TRAINING

On the Job Training shall be provided to trainees with the goal of developing full journey workers in the types of trade or classification involved. The contract goal for On the Job Trainees working in an approved training plan in this Contract has been established as follows:

Minimum number of total On the Job Training required: 3,840 hours

This training special provision is an implementation of 23 U.S.C. 140 (a). The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees.

As part of the Contractor's Equal Employment Opportunity Affirmative Action Program, training shall be provided on projects as follows:

- a) The Contractor shall provide on the job training aimed at developing full journey workers in the skilled craft identified in the approved training plan. The Contractor shall provide at a minimum, required training hours listed in the Project Special Provisions for each project.
- b) The primary objective of this specification is to train and upgrade women and minority candidates to full journey worker status. The Contractor shall make every reasonable effort to enroll and train minority and women workers. This training commitment shall not be used to discriminate against any applicant for training whether or not the applicant is a woman or minority.
- c) The Contractor may employ temporary workers from CDOT supportive services providers to meet OJT requirements. Information pertaining to supportive services providers may be obtained by calling the CDOT OJT Coordinator at the number shown on the link <http://www.coloradodot.info/business/equal-opportunity/training.html>
- d) An employee shall not be employed or utilized as a trainee in a skilled craft in which the employee has achieved journey status.

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- e) The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor and approved by the Department and the Colorado Division of the Federal Highway Administration (FHWA), or the U. S Department of Labor (DOL), Office of Apprenticeship or recognized state apprenticeship agency. To obtain assistance or program approval contact:

CDOT Center for Equal Opportunity
4201 East Arkansas Avenue
Denver, CO 80222
eo@dot.state.co.us
1-800-925-3427

- f) The Contractor shall pay the training program wage rates and the correct fringe benefits to each approved trainee employed on the project and enrolled in an approved program. The minimum trainee wage shall be no less than the wage for the Guardrail Laborer classification as indicated in the wage decision for the project.
- g) The CDOT Regional Civil Rights Manager must approve all proposed apprentices and trainees for the participation to be counted toward the project goal and reimbursement. Approval must occur before training begins. Approval for the apprentice or trainee to begin work on a CDOT project will be based on:
 - 1. Evidence of the registration of the trainee or apprentice into the approved training program.
 - 2. The completed Form 838 for each trainee or apprentice as submitted to the Engineer.
- h) Before training begins, the Contractor shall provide each trainee with a copy of the approved training program, pay scale, pension and retirement benefits, health and disability benefits, promotional opportunities, and company policies and complaint procedures.
- i) Before training begins, the Contractor shall submit a copy of the approved training program and CDOT Form 1337 to the Engineer. Progress payments may be withheld until this is submitted and approved and may be withheld if the approved program is not followed.
- j) On a monthly basis, the Contractor shall provide to the Engineer a completed On the Job Training Progress Report (Form 832) for each approved trainee or apprentice on the project. The Form 832 will be reviewed and approved by the Engineer before reimbursement will be made. The Contractor will be reimbursed for no more than the OJT Force Account budget. At the discretion of the Engineer and if funds are available, the Engineer may increase the force account budget and the number of reimbursable training hours through a Change Order. The request to increase the force account must be approved by the Engineer prior to the training.
- k) Upon completion of training, transfer to another project, termination of the trainee or notification of final acceptance of the project, the Contractor shall submit to the Engineer a "final" completed Form 832 for each approved apprentice or trainee.

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- l) All forms are available from the CDOT Center for Equal Opportunity, through the CDOT Regional Civil Rights Manager, or on CDOT's website at:
<http://www.coloradodot.info/business/bidding/Bidding%20Forms/Bid%20Winner%20Forms>
- m) Forms 838 and 832 shall be completed in full by the Contractor. Reimbursement for training is based on the number of hours of on the job training documented on the Form 832 and approved by the Engineer. The Contractor shall explain discrepancies between the hours documented on Form 832 and the corresponding certified payrolls.
- n) The OJT goal (# of training hours required) for the project will be included in the Project Special Provisions and will be determined by the Regional Civil Rights Manager after considering:
1. Availability of minorities, women, and disadvantaged for training;
 2. The potential for effective training;
 3. Duration of the Contract;
 4. Dollar value of the Contract;
 5. Total normal work force that the average bidder could be expected to use;
 6. Geographic location;
 7. Type of work; and
 8. The need for additional journey workers in the area
 9. The general guidelines for minimum total training hours are as follows:

Contract dollar value	Minimum total training hours to be provided on the project
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920
>12 - 16 million	2240
>16 - 20 million	2560
For each increment of \$5 million, over \$20 million	1280

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- o) The number of training hours for the trainees to be employed on the project shall be as shown in the Contract. The trainees or apprentices employed under the Contract shall be registered with the Department using Form 838, and must be approved by the Regional Civil Rights Manager before training begins for the participation to be counted toward the OJT project goal. The goal will be met by an approved trainee or apprentice working on that project; or, if a Contractor's apprentice is enrolled in a DOL approved apprenticeship program and registered with CDOT using Form 838 and working for the Contractor on a non-CDOT project. The hours worked on the non-CDOT project may be counted toward the project goal with approved documentation on Form 832. Training hours will be counted toward one project goal.
- p) Subcontractor trainees who are enrolled in an approved Program may be used by the Contractor to satisfy the requirements of this specification.
- q) The Contractor will be reimbursed \$2.00 per hour worked for each apprentice or trainee working on a CDOT project and whose participation toward the OJT project goal has been approved
- r) The Contractor shall have fulfilled its responsibilities under this specification if the CDOT Regional Civil Rights Manager has determined that it has provided acceptable number of training hours.
- s) Failure to provide the required training will result in the following disincentives: A sum representing the number of training hours specified in the Contract, minus the number of training hours worked as certified on Form 832, multiplied by the journey worker hourly wages plus fringe benefits $[(A \text{ hours} - B \text{ hours worked}) \times (C \text{ dollar per hour} + D \text{ fringe benefits})] = \text{Disincentives Assessed}$. Wage rate will be determined by averaging the wages for the crafts listed on Form 1337. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the noncompliance with this specification which will include a calculation of the disincentives to be assessed.

8.36 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written permission of the Engineer. Prior to beginning any work by subcontractor, the Contractor shall request permission from the Engineer by submitting a completed Sublet Permit Application, CDOT Form No. 205. The subcontract work shall not begin until the Contractor has received the Engineer's written permission. The Contractor shall make all project related written subcontracts available to the Engineer for viewing, upon request and at a location convenient to the Engineer.

The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to 30 percent or more of the original total cost of bid items. Any items designated in the contract as "specialty items" may be performed by subcontract. The cost of "specialty items" so performed by subcontract may be deducted from the original total cost of bid items before computing the amount of work required to be performed by the Contractor's own organization.

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The calculation of the percentage of subcontracted work shall be based on the prime contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial contract item will be verified by the Engineer. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the prime contract or subcontract. However, when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

Subcontracts, or transfer of Contract shall not release the Contractor of liability under the Contract and bonds

8.37 DAVIS BACON WAGE REQUIREMENTS

The Contractor shall comply with all of the Davis-Bacon Act and shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. The Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. The Contractor assumes the risk of an unfavorable wage determination.

The following pages list the Davis-Bacon wages for El Paso County that will be enforced for this contract:

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Decision Nos. CO160018 dated January 08, 2016 supersedes Decision Nos. CO150018 dated January 02, 2015. When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		Modifications			ID
		MOD Number	Date	Page Number(s)	
		0	01/08/16	1	0
General Decision No. CO160018 applies to the following counties: El Paso, Pueblo, and Teller counties.					
General Decision No. CO160018 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
	ELECTRICIAN:				
1199	El Paso, Teller	30.00	14.95		
1200	Pueblo	27.10	11.81	0	
	POWER EQUIPMENT OPERATOR:				
	Drill Rig Caisson				
1201	Smaller than Watson 2500 and similar	24.73	9.15		
1202	Watson 2500 similar or larger	25.04	9.15		
	Crane				
1203	50 tons and under	24.88	9.15		
1204	51 - 90 tons	25.04	9.15		
1205	91 - 140 tons	25.19	9.15		
General Decision No. CO160018 The wage and fringe benefits listed below do not reflect collectively bargained rates.					
	CARPENTER:				
1206	Excludes Form Work	24.15	6.25		
	Form Work Only				
1207	El Paso, Teller	19.06	5.84		
1208	Pueblo	19.00	5.88		
	CEMENT MASON/CONCRETE FINISHER:				
1209	El Paso, Teller	17.36	3.00		
1210	Pueblo	17.74	3.00		

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General Decision No. CO160018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1211	FENCE ERECTOR	13.02	3.20	
1212	GUARDRAIL INSTALLER	12.89	3.20	
	HIGHWAY/PARKING LOT STRIPING:			
1213	Painter	12.62	3.21	
	IRONWORKER:			
	Reinforcing (Excludes Guardrail Installation)			
1214	El Paso, Teller	20.49	1.65	
1215	Pueblo	16.69	5.45	
1216	Structural (Excludes Guardrail Installation)	18.22	6.01	
	LABORER:			
1217	Asphalt Raker	17.54	3.16	
1218	Asphalt Shoveler	21.21	4.25	
1219	Asphalt Spreader	18.58	4.65	
	Common or General			
1220	El Paso	17.05	3.69	
1221	Pueblo	16.29	4.25	
1222	Teller	16.88	3.61	
1223	Concrete Saw (Hand Held)	16.29	6.14	
1224	Landscape and Irrigation	12.26	3.16	
1225	Mason Tender - Cement/Concrete	16.29	4.25	
1226	Pipelayer	18.72	3.24	
1227	Traffic Control (Flagger)	9.55	3.05	
1228	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1229	PAINTER (Spray Only)	16.99	2.87	

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General Decision No. CO160018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR:			
1230	Asphalt Laydown	22.67	8.72	
1231	Asphalt Paver	21.50	3.50	
	Asphalt Roller			
1232	El Paso	24.42	6.96	
1233	Pueblo	23.67	9.22	
1813	Teller	24.42	6.96	
1234	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1235	El Paso	23.31	5.61	
1236	Pueblo	21.82	8.22	
1237	Teller	23.32	5.50	
1238	Bobcat/Skid Loader	15.37	4.28	
1239	Boom	22.67	8.72	
	Broom/Sweeper			
1240	El Paso, Teller	23.43	8.04	
1241	Pueblo	23.47	9.22	
	Bulldozer			
1242	El Paso	26.56	7.40	
1243	Pueblo, Teller	26.11	6.92	
1244	Drill	17.59	3.45	
1245	Forklift	15.91	4.68	
	Grader/Blade			
1246	El Paso	22.83	8.72	
1247	Pueblo	23.25	6.98	
1248	Teller	23.22	8.72	
1249	Guardrail/Post Driver	16.07	4.41	

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General Decision No. CO160018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Loader (Front End)			
1250	El Paso	23.61	7.79	
1251	Pueblo	21.67	8.22	
1252	Teller	23.50	7.64	
	Mechanic			
1253	El Paso	22.35	6.36	
1254	Pueblo	24.02	8.43	
1255	Teller	22.16	6.17	
	Oiler			
1256	El Paso	23.29	7.48	
1257	Pueblo	23.13	7.01	
1258	Teller	22.68	7.11	
	Roller/Compactor (Dirt and Grade Compaction)			
1259	El Paso	16.70	3.30	
1260	Pueblo, Teller	18.43	4.62	
1261	Rotomill	16.22	4.41	
1262	Scraper	24.28	4.83	
	Screed			
1263	El Paso, Teller	25.22	5.74	
1264	Pueblo	23.67	9.22	
1265	Tractor	13.13	2.95	

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General Decision No. CO160018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER:			
	Distributor			
1266	El Paso, Teller	17.98	3.97	
1267	Pueblo	18.35	3.85	
	Dump Truck			
1268	El Paso, Teller	16.85	4.83	
1269	Pueblo	16.87	4.79	
1270	Lowboy Truck	17.25	5.27	
1271	Mechanic	26.69	3.50	
1272	Multi-Purpose Specialty & Hoisting Truck	17.27	3.71	
1273	Pickup and Pilot Car	13.93	3.68	
1274	Semi/Trailer Truck	16.00	2.60	
1275	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1276	El Paso	17.24	4.15	
1277	Pueblo	20.93	4.98	
1278	Teller	17.31	4.07	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

CITY OF COLORADO SPRINGS

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION NO. CO160018

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8.38 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

This is a federally-assisted construction project. As described in the Special Provision below, the Bidder shall make good faith efforts to meet the following contract goal:

18 Percent DBE participation.

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December 26, 2013

1 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. Overview

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. To such end, CDOT sets a contract goal for DBE participation for each DOT-assisted Contract.

In order to be awarded the Contract, the bidder shall show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the lowest apparent bidder demonstrates that good faith efforts were made but sufficient commitments to meet the goal could not be obtained.

CDOT will monitor the progress of the Contractor throughout the project to ensure that the Contractor's DBE commitments are being fulfilled. Modifications to the commitments must be approved by CDOT. CDOT may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT's Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the Engineer.

All forms referenced herein can be found on the CDOT website in the forms library:

<http://www.coloradodot.info/library/forms/cdot-forms-by-number>

2. Contract Assurance

By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include it verbatim in all (including non-DBE) subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CDOT deems appropriate.

3. Definitions

Terms not defined herein shall have the meaning provided in the CDOT Standard Specifications for Road and Bridge Construction.

- A. *Commitment.* A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are submitted to CDOT via Form 1414, Anticipated DBE Participation Plan, or via Form 1420, DBE Plan Modification Request. Once approved, commitments are obligations of the Contract that are enforceable by CDOT.
- B. *Commercially Useful Function (CUF).* Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work as further described in Section 8 below.
- C. *Contract Goal.* The percentage of the contract designated by CDOT for DBE participation. The contract goal for this contract is provided in the Project Special Provision Disadvantaged Business Enterprise

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) DEFINITIONS AND REQUIREMENTS

Contract Goal.

(1) The bidder/Contractor shall make good faith efforts to fulfill the contract goal with eligible DBE participation. For determining whether the contract goal was met prior to award, the contract goal shall be based upon the proposal amount excluding force account items. For determining whether the contract goal was met during and upon completion of the project, the contract goal shall be based upon the total earnings amount.

(2) If the lowest apparent bidder demonstrates that it was unable to meet the contract goal but made good faith efforts to do so, the contract goal will be amended and the revised contract goal will be provided on Form 1417, Approved DBE Participation Plan.

- D. *Disadvantaged Business Enterprise (DBE).* A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
- E. *DBE Program Manual.* The manual maintained by the CRBRC which details CDOT's policies and procedures for administering the DBE program. A copy of the DBE Program Manual is available on the CRBRC webpage.
- F. *Eligible Participation.* Work by a DBE that counts toward fulfillment of the contract goal as described in Section 4 below.
- G. *Good Faith Efforts.* All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.
- H. *Joint Check.* A check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.
- I. *Reduction.* A reduction occurs when the Contractor reduces a commitment to a DBE. A reduction constitutes a partial termination.
- J. *Subcontractor.* An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract. For purposes of this special provision, the term subcontractor includes suppliers.
- K. *Substitution.* Substitution occurs when a Contractor seeks to find another DBE to perform work on the contract as a result of a reduction or termination.
- L. *Termination.* A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment.
- M. *Total Earnings Amount.* Amount of the Contract earned by the Contractor, including approved changes and approved force account work performed, but not including any deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc).
- N. *Work Code.* A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System code plus a descriptor. Work codes are listed on a firm's profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.

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4. Eligible Participation

The following rules will be used to determine whether work performed by a DBE qualifies as eligible participation on the Contract:

- A. *Work Must be Identified in Commitment.* The work performed by the DBE must be reasonably construed to be included in the work area and work code identified by the Contractor in the approved commitment.
 - (1) If the Contractor intends to use a DBE for work that was not listed in the commitment, the Contractor shall submit Form 1420, DBE Participation Plan Modification for approval of the modification. Unapproved work will not count toward the contract goal.
 - (2) A DBE commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original commitment.
- B. *DBE Must be Certified to Perform the Work.* The DBE must be certified to perform the work upon submission of the commitment and upon execution of the DBE's subcontract.
 - (1) When a commitment has been made, but upon review of Form 205 or 205B, Sublet Permit, CDOT determines that the DBE is no longer certified in the work code which covers the work to be performed, the Contractor may not use the DBE's participation toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation in accordance with Section 9 below.
 - (2) A DBE's work will continue to count as eligible participation if the DBE was certified upon approval of Form 205 or 205B, Sublet Permit and the certification status changes during the performance of the work.
 - (3) Suppliers must be certified upon execution of the purchase order.
- C. *DBE Performs the Work.* Eligible participation will only include work actually performed by the DBE with its own forces.
 - (1) Work performed by the DBE includes the cost of supplies and materials obtained by the DBE for its work on the Contract, including any equipment leased by the DBE, provided that such supplies or equipment are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE.
 - (2) If CDOT determines that a DBE has not performed a CUF on the project, no participation by such DBE shall count toward the contract goal.
- D. *DBE Subcontracts to Another Firm.* When a DBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal if the subcontractor is a DBE. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE's participation.
- E. *DBE Received Payment for the Work.* Eligible participation only includes work for which the DBE has received payment, including the release of its retainage.
- F. *Special Calculations for Suppliers.* When a DBE supplies goods on a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE's status as a manufacturer, dealer or broker is determined on a contract-by-contract basis and is based upon the actual work performed.
 - (1) When a DBE is deemed to be acting as a manufacturer, one hundred percent of the commitment will count as eligible participation.

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- (2) When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only sixty percent of the commitment will count as eligible participation.
- (3) When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.
- G. *Reasonable Fee for Contract-Specific Services.* Services shall count toward the contract goal only if they are specifically required for the performance of the Contract. Non-contract specific expenses may not be counted toward the contract goal. Fees for services must be reasonable. Services include but are not limited to professional services, public involvement, etc. In the case of temporary employment placement agencies, only the placement fee for an individual to be specifically and exclusively used for work on the contract shall count as eligible participation.
- H. *Pre-Approval for Joint Venture Participation.* When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. Form 893 shall be submitted to CDOT no less than ten days before the submission of the Proposal to ensure sufficient time for review.

5. Proposal Requirements

In order to be eligible for award, the following shall be submitted with the proposal, or, for electronic bidders, via email to cdot_hq_dbeforms@state.co.us by the proposal submission deadline. In order to avoid an error within the electronic bidding system, electronic bidders shall also enter the total percentage of anticipated eligible DBE participation into the Form 714 and electronically sign the form.

- A. *Form 1413, Bidders List.* The bidder shall list each subcontractor (including both DBE and non-DBE subcontractors) that submitted a quote for participation on the project. Failure to submit a signed Form 1413 will result in rejection of the proposal.
- B. *Form 1414, Anticipated DBE Participation Plan.* If the Contract Goal is greater than zero, the bidder shall submit Form 1414 to document anticipated DBE participation.
 - (1) If the Bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal.
 - (2) The bidder shall list the DBE, work area(s), commitment amount and estimated eligible participation for each commitment. Once Form 1414 is submitted, a commitment may only be terminated or reduced in accordance with Section 9 below. The bidder is responsible for ensuring that commitments, and the estimated eligible participation resulting therefrom, have been properly calculated prior to submitting its proposal.
 - (3) If the bidder is a DBE, the bidder must include itself in Form 1414 and list the work area(s) and amount that it intends to self-perform and count as eligible participation on the contract.
 - (4) Commitments may be made to second tier or lower DBE subcontractors; however, the Contractor is ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415, Commitment Confirmation.

6. Additional Forms Due Prior to Award.

If the contract goal is greater than zero, or if the bidder has voluntarily made commitments, the Bidder shall submit the following forms within five calendar days of selection as the lowest apparent bidder:

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- A. *Form 1415, Commitment Confirmation.* A Form 1415, Commitment Confirmation shall be obtained from each DBE listed on Form 1414. The bidder shall complete Section 1 and the DBE shall complete Section 2 of Form 1415. Form 1415s shall be consistent with the commitments listed on Form 1414. The bidder shall not modify commitments listed on Form 1414 without good cause and approval from CDOT. The bidder shall contact CDOT if any issues arise which may require the bidder to alter or terminate a commitment.
- B. *Form 1416, Good Faith Effort Report.* If the total eligible participation listed on Form 1414 does not meet the contract goal, the lowest apparent bidder shall also submit Form 1416, Good Faith Effort Report and any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts.

7. Commitment and Good Faith Effort Review

- A. *Commitment Review.* CDOT will evaluate the Form 1414 and each Form 1415 to ensure that the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT or within the original five calendar day deadline, whichever is later, the bidder shall submit Form 1416 to CDOT.
- B. *Good Faith Effort Review.* If the total eligible participation of Form 1414 and all supporting Form 1415s does not meet the contract goal, CDOT will review Form 1416 and all supporting documentation submitted by the bidder in order to determine whether the bidder has demonstrated good faith efforts to obtain DBE participation. CDOT will use 49 CFR Part 26, Appendix A as a guide for determining whether the bidder made good faith efforts to meet the contract goal. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT may consider and approve commitments made after submission of the bid if the Bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid.
- C. *Administrative Reconsideration.* If CDOT determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder with written notice of its determination and an opportunity to appeal. The process for reconsideration is set forth in the *Good Faith Effort Appeal Process*, which is an Appendix I to the DBE Program Manual. A copy of the *Good Faith Effort Appeal Process* will be included in the written notice from CDOT.
- D. *Form 1417, Approved DBE Participation Plan.* If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, CDOT will issue Form 1417, Approved DBE Participation Plan, documenting the approved commitments. If CDOT determines that the bidder did not meet the contract goal but made good faith efforts to do so, via the Form 1417 CDOT will amend the contract goal in accordance with the commitments that were obtained and attach an explanation of its determination.

8. Ongoing Oversight of DBE Participation

- A. *Consistency Review.* CDOT will review Form 205 or 205B, Sublet Permit Application to determine whether the work being sublet is consistent with the DBE commitments. CDOT may withhold approval of the sublet or stop performance of the work if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval.
- B. *Form 1419, DBE Participation Report.* The Contractor shall submit Form 1419, DBE Participation Report to the Engineer on a quarterly basis (January 15, April 15, July 15, and October 15) and upon completion of the Contract. CDOT may withhold progress payments if the quarterly Form 1419 is not received on time. CDOT will not provide final payment on the Contract in accordance with subsection 109.09 of

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CDOT's *Standard Specifications for Road and Bridge Construction* until the final Form 1419 has been reviewed and approved.

- C. *Joint Checks.* All joint checks must be approved by CDOT before they are used in payment to a DBE. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed.
- D. *Commercially Useful Function.* CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.
 - (1) When determining whether a DBE is performing a CUF, CDOT will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors.
 - (2) With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.
 - (3) With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract.
 - (4) A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.
 - (5) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.
 - (6) If the Contractor disagrees with CDOT's determination regarding CUF, in accordance with 49 CFR 26.55 the Contractor may seek review of the determination by the applicable USDOT operating administration, however, CUF determination is not subject to administrative appeal.

9. DBE Participation Plan Modifications

- A. *Form 1420, DBE Participation Plan Modification Request.* During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for *termination*, reduction, substitution, and waivers to CDOT. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver.
- B. *Commitment Terminations and Reductions.* No commitment shall be terminated or reduced without CDOT's approval. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to *perform* work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm. In order to receive approval, the Contractor shall:

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- (1) Have good cause for termination or reduction. Good cause may include:
 - (i) the DBE fails or refuses to execute a written contract;
 - (ii) the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors;
 - (iii) the DBE fails to meet reasonable, nondiscriminatory bond requirements;
 - (iv) the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) the DBE is ineligible to work because of suspension or debarment proceedings or other state law;
 - (vi) the DBE is not a responsible contractor;
 - (vii) the DBE voluntarily withdraws from the project and provides written notice to CDOT,
 - (viii) the DBE is ineligible to receive DBE credit for the work required;
 - (ix) the DBE owner dies or becomes disabled and is unable to complete the work;
 - (x) the DBE ceases business operations or otherwise dissolves;
 - (xi) or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.
- (2) Provide the DBE notice of the Contractor's intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to CDOT;
- (3) In the notice of intent, provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five calendar days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by CDOT if required by public necessity.
- (4) Following the notice period, if the Contractor decides to proceed, submit Form 1420 requesting approval of the termination or reduction.
- (5) When a commitment is terminated or reduced (including when a DBE withdraws), make good faith efforts to find another DBE to substitute. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the participation that was terminated or reduced up to the contract goal.

C. *Contract Changes.* In the event of a contract change:

- (1) If CDOT eliminates or reduces work committed to a DBE, such change shall be considered good cause for termination or reduction in accordance with Section 9.B above. The Contractor shall follow the processes outlined in Section 9.B but is not required to substitute. If the change

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reduces the Contractor's DBE participation to below the contract goal, the Contractor shall indicate so on a Form 1420 and request a waiver of the unmet participation.

- (2) If CDOT issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal, or has made good faith efforts to do so.

D. *Process for Substitution or Increase in Participation to Meet the Contract Goal.* When the Contractor must obtain additional DBE participation to meet the Contract Goal, whether resulting from an approved termination or reduction or a change to the Contract, the Contractor shall:

- (1) Increase the participation of a DBE for any work items previously identified in an approved commitment without seeking CDOT approval; provided, however, that at its discretion, CDOT may request a Form 1420 documenting such additional participation; or
- (2) If the Contractor needs to add new work to a commitment or obtain additional participation from a DBE that is not already participating on the contract pursuant to an approved commitment, submit a Form 1420 and Form 1415 requesting approval of the additional participation; or
- (3) If the Contractor determines that additional DBE participation cannot be obtained, submit a Form 1420 requesting waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor.

10. Payment Reduction

The Contractor's retainage will not be released until CDOT has determined whether the Contractor will be subject to a payment reduction. Payment reductions will be calculated as follows:

- A. *Failure to Fulfill Commitments.* If the Contractor terminated or reduced a commitment, the Contractor will be subject to a payment reduction for any termination or reduction which was not approved via a Form 1420.
- B. *Failure to Meet Contract Goal.* If the Contractor failed to meet the contract goal, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived via an approved Form 1420.
- C. *Duplication.* The contractor will not be subject to duplicate reduction for the same offense.
- D. *Adjustments.* CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

11. Other Enforcement

- A. *Investigations.* As it determines necessary, CDOT may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants,

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and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.

- B. *Intimidation and retaliation.* Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.
- C. *Consequences of Non-Compliance.* Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).
- D. *Fraud and Misrepresentation.* If CDOT determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT to be unlawful, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:
 - (1) refuse to count any fraudulent or misrepresented DBE participation;
 - (2) withhold progress payments to the Contractor commensurate with the violation;
 - (3) suspend or reduce the Contractor's prequalification status;
 - (4) refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
 - (5) seek any other available contractual remedy.

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8.39 AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY

February 3, 2011

1 AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals and Timetable for Minority Utilization			
Timetable - Until Further Notice			
Economic Area	Standard Metropolitan Statistical Area (SMSA)	Counties Involved	Goal
157 (Denver)	2080 Denver-Boulder	Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson.....	13.8%
	2670 Fort Collins	Larimer.....	6.9%
	3060 Greeley	Weld.....	13.1%
	Non SMSA Counties	Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington & Yuma.....	12.8%
158 (Colo. Spgs. - Pueblo)	1720 Colorado Springs	El Paso, Teller.....	10.9%
	6560 Pueblo	Pueblo.....	27.5%
	Non SMSA Counties	Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache.....	19.0%
159 (Grand Junction)	Non SMSA	Archuleta, Delta, Dolores, Eagle, Garfield, Gunnison, Hinsdale, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%
156 (Cheyenne - Casper WY)	Non SMSA	Jackson County, Colorado.....	7.5%
GOALS AND TIMETABLES FOR FEMALE UTILIZATION			
Until Further Notice.....			6.9% -- Statewide

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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this specification, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

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AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these Specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- g. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and Contractor's activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.

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8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.**1. General.**

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.
- b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

- 2. *Equal Employment Opportunity Policy.* The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

- 3. *Equal Employment Opportunity Officer.* The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum;
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

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- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. *Recruitment.*

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.
- ### 6. *Personnel Actions.*
- Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed;
- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.
7. *Training and Promotion.*
- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
 - c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
8. *Unions.* If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
 - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

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- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. *Subcontracting.*

- a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. *Records and Reports.*

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - (1) The number of minority and nonminority group members and women employed in each work classification on the project.
 - (2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

8.40 REQUIRED CONTRACT PROVISIONS FORM FHWA 1273

Attached is Form FHWA 1273 titled *Required Contract Provisions Federal-Aid Construction Contracts*. As described in Section I. General, the provisions of Form FHWA 1273 apply to all work performed under the Contract and are to be included in all subcontracts.

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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment

or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all

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of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To

meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the

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special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and

leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe

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benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to

work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and

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equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it

determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CITY OF COLORADO SPRINGS

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions"

refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such

CITY OF COLORADO SPRINGS

prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SCHEDULE F

EXHIBITS

This section includes the examples of the forms used for submitting the required bonds as well as a sample contract format which will be issued as a result of this solicitation:

- Exhibit 1 -- Sample Contract
- Exhibit 2 -- Equal Employment Status Report
- Exhibit 3 -- Sample Bid Bond
- Exhibit 4 -- Sample Labor and Materials Payment Bond
- Exhibit 5 -- Sample Performance Bond
- Exhibit 6 -- Sample Maintenance Bond
- Exhibit 7 -- Minimum Insurance Requirements

EXHIBIT 1 SAMPLE CONTRACT**CITY/PPRTA CONSTRUCTION CONTRACT**

Contract Number:	T00	Project Name/Title	WOODMEN ROAD CORRIDOR IMPROVEMENT PROJECT PHASE 2		
Vendor/Contractor					
Contact Name:		Telephone		Fax	
Address:					
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name		
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5)	Fund (3)	Dept (4) Project (7)

THIS FIRM FIXED PRICE CONTRACT, in the Not to Exceed amount of \$_____ made and entered into this _____ day of _____ 2016 by and between the Pikes Peak Rural Transportation Authority (PPRTA), the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and _____, and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

WITNESSETH:

Whereas the City has heretofore prepared the necessary Contract Documents for: _____ in the City of Colorado Springs; and whereas the party of the second part did on the _____ day of _____ submit to the City their written offer and proposal (B16-036NS)to do the work therein described under the terms and conditions therein set forth and furnish all labor, materials, tools, equipment, transportation and services for said work in strict conformity with the accompanying Contract Documents which include: Instructions to Bidders, Bid Proposal, Notice of Award, Contract, Performance, Labor and Material Payment and Maintenance Bonds, Notice to Proceed, General Conditions and Special Provisions, Specifications and Drawings.

NOW, THEREFORE, it is hereby agreed that for the considerations and amounts specified in the Bid Proposal and the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor, Contractor agrees to furnish all materials and to perform all work as set forth in his proposal and as required by the Contract Documents, which are attached hereto and incorporated herein by this reference.

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The contractor shall complete all work within **(EIGHTEEN MONTHS)** _____ calendar days after the Notice to Proceed as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all works performed under this contract after the job has been completed and accepted.

FISCAL OBLIGATIONS OF CITY

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither

such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

The Contractor and the City agree and acknowledge as a part of this contract, that no Change Order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made

The Contractor and the City further agree and acknowledge as a part of this contract that no Change Order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the contractor was given a written Change Order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which Change Order was signed by the authorized City Representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any Change Order under this contract.

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or negligent actions under this Contract.

Books of Account and Auditing. The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor or Contractor's office and without expense to the City.

GRATUITIES:

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the Mayor, his designee and/or the Procurement Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- 2) The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- 3) Contract termination under this provision shall constitute an breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract."

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

John W. Suthers, Mayor

SECOND PARTY:

Corporate Name

Signature

Date

Title

Witness

**PIKES PEAK RURAL TRANSPORTATION AUTHORITY
(PPRTA):**

APPROVAL SIGNATURE

EXHIBIT 2 EQUAL EMPLOYMENT STATUS REPORT
CITY OF COLORADO SPRINGS

Contractor's Name _____

Street Address _____

City _____ State _____ Zip _____

This firm is:

_____ Independently owned and operated

_____ An Affiliate Parent Company _____

or

_____ A Subsidiary of Address _____

or

_____ A Division City and State _____

Zip _____

Contractor HAS HAS NOT (1) developed and has on file an affirmative action program in conformance with the Rules of the City or 41 CFR 60-2; (2) participated in any previous contract or subcontract subject to the equal opportunity clause either the City or Federal Contract Compliance requirement;

(3) Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable previous contract or subcontract.

Contractor's Equal Employment Opportunity Program _____ has _____ has not been subject to a Federal Equal Opportunity Compliance Review. If so, then when

Signature _____ Date _____

Title _____

RETURN THIS DOCUMENT WITH YOUR BID

EXHIBIT 3 BID BOND**CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION
AUTHORITY BID BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(contractor name)

(address)

as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____
and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety,
are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligees, and the PIKES
PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called the Obligees, for the use
and benefit of claimants as hereinbelow defined, in the amount of
_____ --- (\$ _____), lawful money of the
United States of America, together with interest as may be provided by law, for the payment whereof
Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and
severally, firmly by these presents.

2. WHEREAS, the Principal has submitted to the Obligees a contract bid dated the _____ day of
_____ 2016 for the following contract: **B16-T036 NS WOODMEN ROAD CORRIDOR IMPROVEMENT**
PROJECT PHASE 2, Contract # _____, which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If Principal's bid is
accepted by the Obligees and the Principal is awarded the contract in whole or in part, and the Principal shall enter
into the contract with the Obligees in accordance with the terms of the Principal's bid, and give such Payment,
Performance, and Maintenance bond or bonds as may be specified in the bidding or contract documents with good
and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into the contract and give the
bond or bonds, if the Principal shall promptly pay to the Obligees the amount of this bond as set forth hereinabove,
then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

Signed and sealed on the dates set forth below.

(witness) FOR: _____
(Principal's Name)

BY:

(seal)

ITS:

this ____ day of _____, 200__

(witness) FOR: _____
(Surety's Name)

BY:

(seal)

ITS:

this ____ day of _____, 201__

BOND # _____

This Bond (___ is) (___ is not) a SBA Guaranteed Bond.

CITY OF COLORADO SPRINGS

EXHIBIT 4 LABOR AND MATERIAL PAYMENT BOND

CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION AUTHORITY LABOR AND MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(contractor name)

(address)

as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____ and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligees, and the PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called the Obligees, for the use and benefit of claimants as hereinbelow defined, in the amount of: _____ -- (\$_____.00), lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the _____ day of _____, 2016 for the following (project):

B16-T036 NS WOODMEN ROAD CORRIDOR IMPROVEMENT PROJECT PHASE 2 (Contract # _____), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principal's subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligees to the extent of any payments in connection with the carrying out of the Contract which the Obligees may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principal's subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principal's subcontractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

In accord with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligees or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance. Signed and sealed on the dates set forth below.

(witness) FOR: _____ (Principal's Name)

BY:

(seal)

ITS:

this ____ day of _____, 201__

FOR:

(witness)

(Surety's Name)

BY:

(seal)

ITS:

this ____ day of _____, 201__

BOND # _____
This Bond (___ is) (___ is not) a SBA Guaranteed Bond.

EXHIBIT 5 PERFORMANCE BOND
CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION
AUTHORITY PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

 (contractor name) _____ address)
 as Principal, hereinafter called Principal, and

 (surety name)

 (surety address)

a corporation organized and existing under the laws of the State of _____
 and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety,
 are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligees, and the PIKES
 PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called the Obligees, for the use
 and benefit of claimants as hereinbelow defined, in the amount of : _____ (\$_____.00),
 lawful money of the United States of America, together with interest as may be provided by law, for the
 payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns,
 jointly and severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the _____ day of
 _____ 2016 for the following project **B16-T036 NS WOODMEN ROAD CORRIDOR IMPROVEMENT**
PROJECT PHASE 2 (Contract # _____), which contract is by reference made a part hereof, and is
 hereinafter referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall
 promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or
 extensions thereof granted by the Obligees, then this obligation shall be null and void; otherwise this obligation shall
 remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration
 or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any
 forbearance on the part of either the Obligees or the Principal to the other shall in any way release or affect the
 Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time,
 change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below.

_____ (witness)	FOR: _____	_____ (Principal's Name)
_____ (seal)		BY:
_____		ITS:
		this ____ day of _____, 201__
_____ (witness)	FOR: _____	_____ (Surety's Name)
_____ (seal)		BY:
_____		ITS:
		this ____ day of _____, 201__

BOND # _____
 This Bond (___ is) (___ is not) a SBA Guaranteed Bond.

CITY OF COLORADO SPRINGS

EXHIBIT 6 MAINTENANCE BOND
CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION
AUTHORITY MAINTENANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(contractor name)

(address)

as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____ and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligees, and the PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called the Obligees, for the use and benefit of claimants as hereinbelow defined, in the amount of **NO/100 DOLLARS-- (\$_____ .00)**, lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal and the Obligees have entered into a contract dated the _____ day of _____, 2016 for the following (project):

B16-T036 NS WOODMEN ROAD CORRIDOR IMPROVEMENT PROJECT PHASE 2 (Contract # _____), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to the Obligees perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligees, for a period of **two (2) years** from the date of final payment upon the Contract by the Obligees, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligees or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below.

FOR:

(witness)

(seal)

FOR:

(witness)

(seal)

(Principal's Name)

BY:

ITS:

this ____ day of _____, 201__

(Surety's Name)

BY:

ITS:

this ____ day of _____, 201__

BOND # _____

This Bond (___ is) (___ is not) a SBA Guaranteed Bond.

EXHIBIT 7 MINIMUM INSURANCE REQUIREMENTS

The minimum insurance requirements specified in the General Provisions, Section 107 shall be carried by all contractors as specified in the City's solicitation package, Special Provisions and Standard Specifications.

- Except for workers compensation and employer's liability insurance, the **City of Colorado Springs, Colorado Department of Transportation (CDOT)** and the **Pikes Peak Rural Transportation Authority** must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to cancellation.
- All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs is excess and non-contributory.
- The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the City. If CONTRACTOR does not comply with this section, the City may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

APPENDIX 1

LIST OF PLANS

SHEET #			DESCRIPTION
VOLUME 1			
1	to	1	TITLE SHEET
2	to	2	STANDARD PLANS LIST
3	to	3	GENERAL NOTES
4	to	4	KEY MAP & LEGEND
5	to	9	SUMMARY OF APPROXIMATE QUANTITIES
10	to	13	SURVEY CONTROL DIAGRAM
14	to	18	GEOMETRIC LAYOUT
19	to	39	STORMWATER QUALITY CONTROL PLANS
40	to	60	REMOVAL AND RESET PLANS
61	to	66	PROPERTY RESTORATION PLANS
67	to	86	UTILITY PLANS
87	to	91	POTHOLE DATA
92	to	106	TYPICAL SECTIONS
107	to	129	ROADWAY PLANS
130	to	164	ROADWAY PROFILES
165	to	177	ROADWAY INTERSECTION DETAILS
178	to	186	CURBLINE PLANS AND PROFILES
187	to	195	DRIVEWAY PLANS AND PROFILES
196	to	201	ROADWAY DETAIL
202	to	216	CONSTRUCTION PHASING
VOLUME 2			
217	to	238	DRAINAGE AND GRADING PLANS
239	to	273	DRAINAGE PROFILES
274	to	297	DRAINAGE DETAILS
298	to	324	SIGNING AND STRIPING PLANS
325	to	326	SIGNING DETAILS
327	to	331	SIGNAL PLANS
332	to	335	SIGNAL DETAILS
336	to	356	LIGHTING PLANS
357	to	360	LIGHTING DETAILS
361	to	378	WALL PLANS AND PROFILES
379	to	393	WALL DETAILS
394	to	399	<i>INTENTIONALLY LEFT BLANK</i>
400	to	425	IRRIGATION PLANS
426	to	443	LANDSCAPING PLANS

VOLUME 3

CITY OF COLORADO SPRINGS

SHEET #			DESCRIPTION
CROSS-SECTIONS			
500	to	628	WOODMEN ROAD
629	to	665	UNION BLVD
666	to	679	CINDY PL, L ROAD, STINSON RD, BUSINESS ACCESS

COLORADO SPRINGS UTILITIES

DISTRIBUTION PIPING DESIGN & RELOCATIONS - CSU Proj. No. 2013-W098

42" WATER TRANSMISSION RELOCATION DRAWINGS - CSU Proj. No. 2013-W092

SCHEDULE G

TECHNICAL SPECIFICATIONS – SECTION 09

SCHEDULE H

MATERIAL & CONSTRUCTION REQUIREMENTS, MEASUREMENT, AND PAYMENT – SECTION 10

(INSERT SECTIONS)